

**IN THE UNITED STATES DISTRICT COURT
FOR THE MIDDLE DISTRICT OF ALABAMA
NORTHEAST DIVISION**

HEATHER WATTS,)	
)	
Plaintiff,)	
)	
vs.)	CIVIL ACTION NO.:
)	2:06-cv-1149-MEF
HOSPITALITY VENTURES, LLC,)	
)	
Defendant.)	

**PLAINTIFF’S SUPPLEMENTAL BRIEF
AND EVIDENTIARY SUBMISSION
IN OPPOSITION TO DEFENDANT’S MOTION
FOR PARTIAL SUMMARY JUDGMENT**

COMES NOW the Plaintiff and, pursuant to the FRCP 56(b), files this supplemental brief in opposition to Defendant’s motion for partial summary judgment.

Defendant has filed its motion for partial summary judgment alleging that Plaintiff is not an “eligible employee” to assert a claim for violations of the Family and Medical Leave Act (“FMLA”), specifically alleging that it, the employer, employed fewer than fifty (50) employees within a seventy-five (75) mile radius of Plaintiff’s work site. Further, Defendant has alleged that Plaintiff cannot claim equitable estoppel because the Eleventh Circuit has never applied the doctrine of

estoppel to FMLA claims. (See Doc. 19 – Defendant’s Reply Brief, pp. 1, 4).

Plaintiff became employed with Hospitality Ventures, LLC, in June 2004 and continued employment until she took maternity leave on August 11, 2005, to deliver her baby on August 12, 2005. Plaintiff was informed by Roger Miller, Vice President of Sales of Marketing at Hospitality Ventures, that she could take the leave and no one contested Plaintiff’s right to take FMLA/Maternity Leave continuing through November 9, 2005. (See Doc. 18 - Plaintiff’s Response in Opposition, Ex. 10; Plaintiff’s depo., pp. 142-146; DX22, DX23).¹

Plaintiff tendered her leave request for six to eight weeks, depending on the delivery and health of her child and further stated that she would not be out more than the allotted time of 12 weeks under the FMLA. (Plaintiff’s depo., DX24, DX25 and DX33). Roger Miller, Plaintiff’s supervisor, agreed that he approved for Plaintiff to take eight to twelve weeks off, come back as quick as she could and continue with her job. (Miller depo., pp. 43-44).² Miller stated he hired temporary contract labor, Tandi Mitchell, to fill in for Plaintiff. *Id.* at 44. Miller, employed as Vice President of Sales and Marketing for Hospitality Ventures Management,

¹ Plaintiff’s deposition and exhibits are attached hereto as Exhibits 1 and 2.

² Roger Miller’s deposition and exhibits are attached hereto as Exhibits 3 and 4.

Inc., further admitted he interviewed and hired Watts from the Atlanta office of Hospitality Ventures. (Miller depo., pp. 6, 28-29; see also Watts depo., pp. 65, 355).

During her leave, Plaintiff continued working for Defendant from home until November 2, 2005, one week before Plaintiff was to return from her maternity leave. On November 2, 2005, Plaintiff was called by the new hotel Manager, Tammy Dominguez, and asked if Plaintiff was returning to her job on a full-time basis. Plaintiff responded, “Yes.” (*Id.* at ¶ 9, see also Plaintiff’s depo., DX34). Dominguez called Plaintiff again on the same day and told Plaintiff that the option of returning to work was no longer available and Plaintiff could either resign or she would be terminated. (Plaintiff’s depo., DX35).

On November 3, 2005, Plaintiff returned to her place of employment to collect her final paycheck and to clean out her office. (Plaintiff’s depo., p. 11). Dominguez called Plaintiff later and stated that she (Dominguez) had made a mistake and could not terminate Plaintiff because she was on FMLA leave and offered to reassign her to a receptionist position, but not her former position as Director of Sales. (Plaintiff’s depo., pp. 319-320; 202). Plaintiff was thereafter replaced by a young woman, not married and at a higher salary. (Miller depo., pp. 81-82). *Id.* at ¶ 11.

In *Minard v. ITC Deltacom Communications, Inc.*, 447 F.3d 352, (5th Cir. 2006),³ this same issue was addressed by the Fifth Circuit: Minard requested leave for surgery, was granted leave, but on the day she was scheduled to return to work, ITC terminated her employment rather than restoring her to her former or equivalent position as required by the FMLA. After Minard had taken leave an undergone surgery, ITC discovered that Minard was not an “eligible employee” under the FMLA at the time she had requested leave in that ITC employed less than fifty (50) employees at or within 75 miles of the work site of which Minard was employed. *Id.* at 354.

Minard filed suit alleging that ITC was ethically estopped to deny that she was an eligible employee under FMLA when she requested leave because she had relied to her detriment on ITC’s representation that she was, at the time, an eligible employee under the Act and, therefore, entitled to reinstatement upon returning from her medical leave. *Id.*

The Fifth Circuit denied summary judgment to ITC relying on the recent Supreme Court decision in *Arbaugh v. Y & H Corporation, d/b/a Moonlight Café*, 546 U.S. 500, 126 S.Ct. 1235, 163 L.Ed.2d 1097 (2006) and on the doctrine of equitable estoppel. The Court ruled that in light of the Supreme Court’s decision

³ The case is attached as Exhibit 5.

in *Arbaugh*, the term “eligible employee” is a substantive ingredient of a Plaintiff’s claim for relief, not a jurisdictional limitation. The Court ruled that the fifty (50) employee threshold appears in the definition section of the Act separate from the jurisdictional section and does not speak in jurisdictional terms or refer in any way to the jurisdiction of the district courts. *Id.* at 356. The Fifth Circuit concluded that applying the Supreme Court’s *Arbaugh* bright line rule, the threshold number of employees for application of FMLA is an element of a Plaintiff claim for relief, not a jurisdictional limitation. *Id.* at 357.

The Fifth Circuit also addressed Minard’s equitable estoppel issue, rejecting the Defendant’s assumption that the doctrine of equitable estoppel does not apply. *Id.* at 358. The Court cited that because it had subject matter jurisdiction, it would address the equitable estoppel question and concluded that ITC should be equitably estopped to assert a “non eligible employee” coverage defense. *Id.*

The Fifth Circuit stated, “The Supreme Court has recognized that, under federal law, [e]stoppel is an equitable doctrine invoked to avoid injustice in particular cases.” *Heckler v. Community Health Services of Crawford County, Inc.*, 467 U.S. 51, 59, 104 S.Ct. 2218, 81 L.Ed.2d 42 (1984). In *Heckler* the Court quoted and adopted the elements of estoppel set forth in §894(1) of The Restatement (Second) of Torts as follows: “If one person makes a definite

representation of fact to another person having reason to believe that the other will rely upon it and the other in reasonable reliance upon it does an act...the first person is not entitled...(b) to regain property or its value that the other acquired by the Act (if the other in reliance upon the misrepresentation and before discovery of the truth has so changed his position it would be unjust to deprive him of that which he thus acquired.” *Id.* at 358, citing Restatement (Second) of Torts, §894(1) (1979); citing also Restatement (Second) of Agency, §8B (1958). “Accordingly, an employer who without intent to deceive makes a definite but erroneous representation to his employee that she is a “eligible employee” and entitled to leave under FMLA, and has reason to believe that the employee will rely upon it, may be estopped to assert a defense of noncoverage, if the employee reasonably relies on that representation and takes action thereon to her detriment. *Id.* at 359. (internal citations and footnotes omitted).

Defendant has alleged that Hospitality Ventures never employed the Plaintiff, Heather Watts. Specifically, Roger Miller, submitted his affidavit that he was employed by Hospitality Ventures Management and that Montgomery Ventures, LLC owns and operates the hotel, not Hospitality Ventures. (Doc. 13 - Exhibit 1, ¶¶ 1-3, Miller depo., pp. 71-75).

While Miller provided in his affidavit to this Court that Hospitality Ventures

did not own or operate the Montgomery Fairfield Inn, documents produced during Miller's recent deposition fully contradict his affidavit. For instance, Plaintiff's Exhibit 9, 10 and 11 represent the executive summary by Marriott which depict that Hospitality Ventures, LLC, not only managed, but owned, the Montgomery Fairfield Inn facility. (Miller depo., PX9, PX10, and PX11). Miller could not explain the discrepancy between the documents and his affidavit. (Miller depo., pp. 74-75). Miller further explained that the situation with the Plaintiff had become "a sticky mess." (Miller depo., PX12).

Miller also agreed that during the twelve weeks that Plaintiff was off work she was not to be paid, with the exception of seven hours a week she worked developing the marketing plan for Defendant. Plaintiff delivered the marketing plan on October 31, 2007, having worked on the project for months and was fired two days later. (Plaintiff's depo., p. 360; Miller depo., pp. 48-49).

Miller also testified that he never received any training from human resources and only learned after the termination of Plaintiff that it was illegal to discriminate against pregnant women or a worker on FMLA leave. (Miller depo., pp. 69-70).

WHEREFORE, THESE PREMISES CONSIDERED, the Plaintiff provides to the court that Hospitality Ventures, LLC, was the Plaintiff's employer, not

Montgomery Ventures, LLC as provided by Roger Miller and in Defendant's Brief in Support of Partial Motion for Summary Judgment). Further, Plaintiff has shown that the Defendant should be equitably estopped from now alleging that Plaintiff was not an "eligible employee" when she took FMLA leave sanctioned by Hospitality Ventures.

While on maternity leave, Plaintiff continued working for Defendant developing an extensive marketing plan to enable the Defendant to increase sales productivity. Two days after Plaintiff delivered the marketing plan, she was terminated while on FMLA leave. (Plaintiff's depo., p. 360).

Plaintiff was not returned to her former or an equivalent position. Plaintiff relied on Defendant's assurances she would have her former position with Defendant when she returned from leave, otherwise Plaintiff could have enjoyed her new baby without the interruption of continuing to work for Defendant during her leave. Defendant should be equitably estopped from now claiming a contrary position after reaping the rewards of Plaintiff's continued employment during her maternity leave but now claiming Plaintiff is not an "eligible employee" under the FMLA.

Plaintiff further incorporates her previous response (Doc. 18) in further support of her motion to deny Defendant's Partial Motion for Summary Judgment.

Respectfully submitted,

/s/ Alicia K. Haynes

Alicia K. Haynes

Attorney for Plaintiff

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CERTIFICATE OF SERVICE

I hereby certify that on the 24th day of August, 2007, I electronically filed the foregoing with the Clerk of the Court using the CM/ECF system which will send notification of such filing to the following:

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/s/ Alicia K. Haynes
OF COUNSEL

1 IN THE UNITED STATES DISTRICT COURT

2 FOR THE MIDDLE DISTRICT OF ALABAMA

3 NORTHERN DIVISION

4
5 HEATHER WATTS,

6 Plaintiff,

7 vs.

CASE NO. 2:06CV1149-MEF

8 HOSPITALITY VENTURES, LLC,

9 Defendant.

10
11
12
13 * * * * *

14 DEPOSITION OF HEATHER GODFREY WATTS,

15 taken pursuant to stipulation and agreement

16 before Heather Barnett, Court Reporter and

17 Commissioner for the State of Alabama at Large,

18 in the Law Offices of Maynard, Cooper & Gale,

19 100 North Union Street, Suite 650 RSA Tower,

20 Montgomery, Alabama, commencing at approximately

21 10:32 a.m., on Thursday, July 19, 2007, and

22 continuing on Friday, July 20, 2007.

23 * * * * *

Page 2

1 APPEARANCES
2 FOR THE PLAINTIFF:
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4 P.B. DUNCAN & ASSOCIATES, LLC
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9 FOR THE DEFENDANT:

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16 ALSO PRESENT:
17 Mr. Roger Miller
18 Mr. Austin McCarthy (July 20 only)

19 *****
20 EXAMINATION INDEX
21 HEATHER GODFREY WATTS

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24 *****
25 STIPULATIONS
26 It is hereby stipulated and agreed by
27 and between counsel representing the parties that

Page 3

1 the deposition of HEATHER GODFREY WATTS is taken
2 pursuant to the Federal Rules of Civil Procedure
3 and that said deposition may be taken before
4 Heather Barnett, Court Reporter and Commissioner
5 for the State of Alabama at Large, without the
6 formality of a commission; that objections to
7 questions other than objections as to the form of
8 the questions need not be made at this time but
9 may be reserved for a ruling at such time as the
10 deposition may be offered in evidence or used for
11 any other purpose as provided for by the Federal
12 Rules of Civil Procedure.

13 It is further stipulated and agreed by
14 and between counsel representing the parties in
15 this case that said deposition may be introduced
16 at the trial of this case or used in any manner
17 by either party hereto provided for by the
18 Federal Rules of Civil Procedure.

19 *****
20
21
22
23

Page 4

1 HEATHER GODFREY WATTS

2 The witness, having first been sworn to
3 speak the truth, the whole truth and nothing but
4 the truth, testified as follows:

5 EXAMINATION

6 BY MR. FELLNER:

7 Q. Could you please state your name?

8 A. Heather Watts.

9 Q. Do you have a middle name?

10 A. Heather -- a maiden name.

11 Q. Maiden name.

12 A. Heather Godfrey Watts.

13 Q. Okay. You have no middle name?

14 A. Not that I'm married now, but I mean --

15 Q. Your middle name --

16 A. Was Lynn.

17 Q. Okay. And it became Godfrey.

18 A. Yes.

19 Q. Got you. Thank you. Ms. Watts, my name is
20 Dan Fellner. I represent Hospitality

21 Ventures, LLC. This deposition is being

22 taken in the case of Heather Watts versus

23 Hospitality Ventures, LLC, which is pending

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1 in the United States District Court for the
2 Middle District of Alabama, the Northern
3 Division. It's for Civil Action Number
4 206:CV1149-MEF. It's being taken pursuant to
5 notice and for all purposes allowed by law.

6 Your counsel has already stated that you
7 would like to read and sign your deposition
8 at the end of it.

9 As you notice, there's a court reporter
10 here that's transcribing everything that we
11 say -- or trying to transcribe everything
12 that we say. Both you, myself, and
13 Ms. Duncan need to do a little bit to help
14 the court reporter out in that regard. One
15 of the things that we need to do is we need
16 to make sure that we don't talk over one
17 another or at the same time as one another.
18 So I will try to give you an opportunity to
19 fully answer any questions or say anything
20 that you want to say. And if you would try
21 to wait until I finish my question before you
22 begin responding, that will be helpful for
23 the court reporter; and I would appreciate it

<p style="text-align: right;">Page 6</p> <p>1 as well.</p> <p>2 Another thing that we need to do is you</p> <p>3 may want to answer questions at some times</p> <p>4 with an uh-huh or an unh-unh, meaning in the</p> <p>5 affirmative or in the negative; but those are</p> <p>6 difficult sometimes for the court reporter to</p> <p>7 transcribe and tell the difference between</p> <p>8 the two. So if you could respond with either</p> <p>9 a yes or a no in the appropriate places, it</p> <p>10 will be helpful to the court reporter. Okay?</p> <p>11 A. Uh-huh.</p> <p>12 Q. Also, you may want to respond by nodding or</p> <p>13 gesturing. It's difficult for the court</p> <p>14 reporter also to transcribe nodding and</p> <p>15 gesturing. So if you can try to keep your</p> <p>16 responses to be audible, spoken, that will be</p> <p>17 helpful as well. Any questions about any of</p> <p>18 that?</p> <p>19 A. No.</p> <p>20 Q. If at any time you don't understand one of my</p> <p>21 questions, let me know. I'll be happy to do</p> <p>22 what I can to help you understand what I'm</p> <p>23 asking. But if you do answer my question,</p>	<p style="text-align: right;">Page 8</p> <p>1 Fairfield Inn located in Montgomery,</p> <p>2 Alabama. Okay?</p> <p>3 A. Okay.</p> <p>4 Q. Are you presently taking any medications?</p> <p>5 A. No.</p> <p>6 Q. Have you taken any medications within the</p> <p>7 past 24 hours?</p> <p>8 A. Tylenol.</p> <p>9 Q. Anything else?</p> <p>10 A. Every morning I take a Claritin.</p> <p>11 Q. Anything else?</p> <p>12 A. No, sir.</p> <p>13 Q. So you took a Claritin this morning?</p> <p>14 A. Yes, sir.</p> <p>15 Q. Do any of those medications -- the Tylenol,</p> <p>16 the Claritin -- do they affect your ability</p> <p>17 to answer questions truthfully today?</p> <p>18 A. No, sir.</p> <p>19 Q. Any other reason why you cannot testify</p> <p>20 truthfully today?</p> <p>21 A. No, sir.</p> <p>22 Q. Where do you live?</p> <p>23 A. In Montgomery.</p>
<p style="text-align: right;">Page 7</p> <p>1 it's going to indicate that you did</p> <p>2 understand the question at least. Okay?</p> <p>3 A. Okay.</p> <p>4 Q. And if at any time, you want to take a break,</p> <p>5 just let me know. If there's a question</p> <p>6 pending at that time, I may ask you to go</p> <p>7 ahead and answer the question before we do</p> <p>8 take a break; but we'll take a break as</p> <p>9 needed. Okay?</p> <p>10 A. Okay.</p> <p>11 Q. Just a couple of housekeeping issues. Unless</p> <p>12 I state otherwise, during the course of</p> <p>13 deposition today, when I say Montgomery</p> <p>14 Ventures, that's going to mean Montgomery</p> <p>15 Ventures, LLC. Okay?</p> <p>16 A. Okay.</p> <p>17 Q. And unless I state otherwise, when I say</p> <p>18 Hospitality Ventures, I'm going to be</p> <p>19 referring to Hospitality Ventures, LLC.</p> <p>20 A. Okay.</p> <p>21 Q. And unless I state otherwise, when I say the</p> <p>22 Fairfield Inn, it means whatever entity it</p> <p>23 was that employed you while you worked at the</p>	<p style="text-align: right;">Page 9</p> <p>1 Q. Where? What's your address?</p> <p>2 A. 6976 Eastern Shore Road.</p> <p>3 Q. What's the zip there?</p> <p>4 A. 36117.</p> <p>5 Q. Who else lives there?</p> <p>6 A. My husband and my two children.</p> <p>7 Q. What is your husband's name?</p> <p>8 A. Mickey Watts.</p> <p>9 Q. And your children's names?</p> <p>10 A. Taylor Watts and Tanner Watts. And I have</p> <p>11 animals.</p> <p>12 Q. Okay. So you have some pets that live there</p> <p>13 as well?</p> <p>14 A. Yeah.</p> <p>15 Q. How long have you been married to Mickey?</p> <p>16 A. It will be seven years in November.</p> <p>17 Q. Have you had any previous marriages?</p> <p>18 A. No.</p> <p>19 Q. What's your husband's occupation?</p> <p>20 A. He is portfolio manager in commercial</p> <p>21 lending.</p> <p>22 Q. For whom?</p> <p>23 A. Colonial Bank.</p>

<p style="text-align: right;">Page 10</p> <p>1 Q. How long has he been working at Colonial 2 Bank? 3 A. Since June of 2006. 4 Q. And before that? 5 A. Guilford Capital, which it has been sold. 6 It's under a new name now. 7 Q. But he worked there until June of '06? 8 A. Yes, sir. 9 Q. Do you know approximately how long he worked 10 there? 11 A. He was hired right after we were married, so 12 whatever time line that is. So I think he 13 started in November of us -- after we got 14 married, right after we got married. 15 Q. So it would be approximately November 2000? 16 A. Yes, sir. 17 Q. Is he employed full-time? 18 A. Yes, sir. 19 Q. Has he always been employed full-time? 20 A. Yes, sir. 21 Q. Taylor. Now, that's a daughter, right? 22 A. Yes. 23 Q. What is Taylor's date of birth?</p>	<p style="text-align: right;">Page 12</p> <p>1 R-O-U-S-E, Godfrey. 2 Q. Remarried? 3 A. No, sir. 4 Q. Did your husband grow up in Montgomery as 5 well? 6 A. No, sir. 7 Q. Does his family live nearby? 8 A. No, sir. 9 Q. Where does his family live? 10 A. Texas. And they are both deceased. 11 Q. How long have Sam and Ginny Hancock lived in 12 Wetumpka? 13 A. Just recently. They moved there in September 14 of last year, of 2006. 15 Q. Before moving to Wetumpka, where did they 16 live? 17 A. They lived here in Montgomery. 18 Q. For how long? 19 A. They married when I was two, so they -- 20 Q. A long time? 21 A. Yes. 22 Q. More than 10 years? 23 A. Yes, sir.</p>
<p style="text-align: right;">Page 11</p> <p>1 A. December 28th, 2001. 2 Q. Where was she born? 3 A. Here in Montgomery. 4 Q. And Tanner was also born in Montgomery, 5 Alabama? 6 A. Yes, sir. 7 Q. Tanner's date of birth? 8 A. August the 12th, 2005. 9 Q. Do you have any relatives that live in 10 Alabama? 11 A. A lot of relatives that live in Alabama. 12 Q. Did you grow up in Montgomery? 13 A. Yes, sir. 14 Q. Do your parents live in Montgomery still? 15 A. Well, they live in Wetumpka, which is just 16 right outside of Montgomery, but yes. 17 Q. And what are your parents' names? 18 A. My parents are divorced, so I have a 19 stepfather and a mother. So they are Sam and 20 Ginny Hancock, and they're the ones that live 21 in Wetumpka. 22 Q. Okay. And your father? 23 A. He lives here in Montgomery. And it's Rouse,</p>	<p style="text-align: right;">Page 13</p> <p>1 Q. And Rouse Godfrey lives here in Montgomery? 2 A. Yes, sir. 3 Q. How long has he lived in Montgomery? 4 A. All of his life. 5 Q. What did you do to prepare for this 6 deposition? 7 A. In regards -- 8 Q. Anything. 9 A. Personally? Just slept, got plenty of rest, 10 reviewed with my attorney. 11 Q. So did you meet with your attorney? 12 A. Yes. 13 Q. Okay. How many times? 14 MS. DUNCAN: Objection. 15 Q. Okay. How many times? And just to be clear, 16 I don't want to know what you talked about. 17 A. There was numerous times. I mean, are you -- 18 Q. Just to prepare for this deposition, that's 19 all. 20 A. Yesterday and this morning. 21 Q. Okay. Any other times to prepare for the 22 deposition? 23 A. No.</p>

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1 Q. Did you review any documents to prepare for
2 the deposition?
3 A. Yes.
4 Q. Okay. Did you review any of the pleadings in
5 this case? Do you know what I mean when I
6 say pleadings?
7 A. I was going to ask. No, sir.
8 Q. Okay. That's fine. Any of the documents
9 that have been filed with the court.
10 A. Yes, I did review them.
11 Q. What pleadings did you review?
12 A. All that were given to me.
13 Q. Do you know, did you review the complaint?
14 A. Was that what I signed this morning?
15 Q. No. I think what you signed this morning
16 were supplemental interrogatory responses.
17 A. Okay.
18 Q. The complaint was the first thing that
19 initiated the case. It was the claims that
20 you filed against Hospitality Ventures.
21 A. Yes, I did.
22 Q. So you reviewed the complaint?
23 A. Yes, sir.

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1 Q. Did you review Hospitality Ventures' answer?
2 A. No, not the complaint.
3 Q. Okay. Did you review the charge of
4 discrimination that you filed?
5 A. Yes.
6 Q. Did you review the affidavit that was
7 attached to the charge of discrimination?
8 A. That's just all confusing to me, all the
9 terminology, so -- I reviewed everything,
10 again, that I had in my hand. As far as
11 exactly what they were, I could show you; but
12 I don't know as far as what terminology you
13 were talking about. I reviewed every
14 document that I was able to review.
15 Q. Okay. Maybe we'll ask those questions a
16 little bit differently. Did you review any
17 e-mails, though?
18 A. Yes.
19 Q. These were e-mails between yourself and other
20 folks?
21 A. Yes.
22 Q. Were they e-mails that have been produced in
23 this case?

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1 A. What do you mean?
2 Q. Well, your attorneys have sent over a bunch
3 of documents to us, and we've sent over a
4 bunch of documents.
5 A. No. It was just the prior e-mails during my
6 employment.
7 Q. From during your employment?
8 A. Yes.
9 Q. When you said that you reviewed the e-mails,
10 did you review those e-mails while you were
11 with your attorney?
12 A. No.
13 Q. Separately on your own?
14 A. You said to prepare for this morning?
15 Q. Correct.
16 A. Yes.
17 Q. All I'm talking about -- all I'm asking about
18 right now -- I'm sorry. If I wasn't clear,
19 all I'm asking about is just what you did to
20 prepare for today. Okay?
21 A. I reviewed every document that I was able to.
22 Q. Okay. And with respect to the e-mails --
23 A. Yes.

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1 Q. -- those are documents that you reviewed
2 specifically to prepare -- the e-mails --
3 that you specifically reviewed to prepare for
4 the deposition today, right?
5 A. Yes.
6 Q. Okay. And I guess what I'm just trying to
7 make sure, that to the extent that there were
8 any e-mails that you reviewed, that they've
9 been produced in this case. That's all.
10 A. Yes.
11 Q. Did you review any audiotapes?
12 A. Today?
13 Q. To prepare for this deposition.
14 A. To prepare? Yes.
15 Q. And that's the audiotape that you've just
16 provided to us?
17 A. Yes.
18 Q. Any other audiotapes?
19 A. No, sir.
20 Q. Okay. Did you review any other documents?
21 We've talked about e-mails. We've talked
22 about the pleadings in this case. Anything
23 else document-wise?

<p style="text-align: right;">Page 18</p> <p>1 A. No.</p> <p>2 Q. Okay. Other than your attorney, who did you</p> <p>3 speak to, to prepare for this deposition?</p> <p>4 A. My husband.</p> <p>5 Q. Anyone else?</p> <p>6 A. Well, my mother called just to let me know</p> <p>7 she was thinking of me, but no one directly</p> <p>8 as far as that, no.</p> <p>9 Q. Okay. When did you speak to your mom?</p> <p>10 A. Last night.</p> <p>11 Q. And what did you speak to her about with</p> <p>12 respect to preparing for the deposition?</p> <p>13 A. Nothing was spoken about. She just wanted to</p> <p>14 let me know she was thinking of me today.</p> <p>15 Q. Okay. And you said the only other person you</p> <p>16 spoke to about preparing for the deposition</p> <p>17 other than your attorneys was your husband</p> <p>18 Mickey, right?</p> <p>19 A. Correct.</p> <p>20 Q. What did you talk to Mickey about? Or,</p> <p>21 actually, before I ask that, when did you</p> <p>22 talk to Mickey about preparing for the</p> <p>23 deposition?</p>	<p style="text-align: right;">Page 20</p> <p>1 objection on the record, and then</p> <p>2 we can move on. Okay?</p> <p>3 MS. DUNCAN: Okay.</p> <p>4 Q. What specifically did you discuss with your</p> <p>5 husband about preparing for this deposition?</p> <p>6 MS. DUNCAN: And I object because this</p> <p>7 is covered by the marital</p> <p>8 privilege. She's not required to</p> <p>9 reveal conversations with her</p> <p>10 spouse.</p> <p>11 MR. FELLNER: You're instructing her</p> <p>12 not to answer the question?</p> <p>13 MS. DUNCAN: I'm instructing her not to</p> <p>14 answer.</p> <p>15 Q. Other than your conversations that you've had</p> <p>16 with your husband and other than the</p> <p>17 discussions that you've had with your</p> <p>18 attorneys, have you told me everything you've</p> <p>19 done to prepare for this deposition?</p> <p>20 A. Yes.</p> <p>21 Q. Have you ever been a party to a lawsuit other</p> <p>22 than this one?</p> <p>23 A. No.</p>
<p style="text-align: right;">Page 19</p> <p>1 A. It was since I was given the notice that I</p> <p>2 was supposed to be here.</p> <p>3 Q. How many times did you speak to your husband</p> <p>4 about preparing for the deposition?</p> <p>5 A. About five times maybe.</p> <p>6 Q. When was the first time?</p> <p>7 A. Excuse my pause. I'm thinking. The -- it's</p> <p>8 just been over a course of maybe two or three</p> <p>9 weeks, you know, just mentally preparing. So</p> <p>10 I would say about two weeks ago, we --</p> <p>11 Q. All five times were during the course of that</p> <p>12 two to three weeks?</p> <p>13 A. Yes.</p> <p>14 Q. What specifically did you discuss with your</p> <p>15 husband about --</p> <p>16 MS. DUNCAN: Objection. We're not</p> <p>17 waiving the marital privilege</p> <p>18 here.</p> <p>19 MR. FELLNER: Marital privilege?</p> <p>20 MS. DUNCAN: Yeah.</p> <p>21 MR. FELLNER: All right. Let me go</p> <p>22 ahead and get my question on the</p> <p>23 record, and then you can get your</p>	<p style="text-align: right;">Page 21</p> <p>1 Q. Have you ever testified or been deposed</p> <p>2 before?</p> <p>3 A. No.</p> <p>4 Q. Other than this lawsuit, have you ever filed</p> <p>5 any kind of a complaint, a grievance, a</p> <p>6 charge, anything?</p> <p>7 A. Can you explain that?</p> <p>8 Q. Sure. Any kind of a complaint, either with</p> <p>9 the courts, court system, with any government</p> <p>10 agency.</p> <p>11 A. No, sir.</p> <p>12 Q. Regardless of whether you filed any kind of a</p> <p>13 complaint or charge and other than whatever</p> <p>14 has to do with this particular lawsuit, have</p> <p>15 you ever been discriminated against?</p> <p>16 A. No.</p> <p>17 Q. Have you ever been arrested?</p> <p>18 A. No.</p> <p>19 Q. Convicted of a crime?</p> <p>20 A. No.</p> <p>21 Q. And haven't pled guilty to anything ever?</p> <p>22 A. No.</p> <p>23 Q. What's the highest level of education you</p>

Page 22

1 received?

2 A. I have a Bachelor of Business, a BBA.

3 Q. From where?

4 A. Faulkner University here in Montgomery.

5 Q. When did you get that?

6 A. Completed it in 1998.

7 Q. Do you have any other schooling or education?

8 A. Prior to the degree, I got an associate's in

9 child care. It was a management program;

10 because I did direct child care, worked with

11 KinderCare, and I was a director. So it was

12 some extra accreditation that I had to have.

13 Q. When did you get that?

14 A. I'd have to pull my resume to look at that

15 date exactly, but I can do that.

16 Q. It was sometime before '98, though?

17 A. Yes. Yes.

18 Q. Any other schooling or education?

19 A. Besides what I did within the hotels, no.

20 Q. And when you say what you did in the hotels,

21 was that just training courses?

22 A. It was extensive training and courses that I

23 had to do, yes.

Page 23

1 Q. Why don't you tell me about those training

2 courses.

3 A. Upon being hired with Marriott, which was --

4 again, I'll have to look up that date. You

5 had to go through a bunch of beginner

6 training classes that kind of they built up

7 to a Sales EDGE. And the EDGE was a very

8 intense, about a seven-day training course.

9 And I do recall that was right after I was

10 married. I was in D.C. to do that. And it's

11 a pass-or-fail kind of thing, and I did

12 pass.

13 And then there was just ongoing training

14 with sales efforts that I had to maintain.

15 Q. What type of ongoing training?

16 A. There was always reviewing sales techniques

17 or any type of new marketing tool that

18 Marriott would come up with that you always

19 had to either attend a training class or a

20 refresher class. So I willingly always

21 participated. Those were -- some of them

22 were not mandatory, but I always willingly

23 participated in extra training that I needed

Page 24

1 to do.

2 Q. Were they always here in Montgomery?

3 A. Not necessarily. They were in Orlando. Some

4 were in Atlanta and again in Washington, D.C.

5 Q. Did you get any kind of certification or

6 anything like that?

7 A. I received a certificate each time that I

8 completed something.

9 Q. Who paid for you to attend these training

10 classes?

11 A. Depending on which class and which part of

12 Marriott that I worked for, they --

13 everything was paid by the company.

14 Q. Whatever company you were employed by at the

15 time?

16 A. Yes.

17 Q. Okay. So other than this Marriott training

18 that you got, the associate's in child care,

19 and the Bachelor of Business, have you told

20 me about all of your education and training?

21 A. Besides like currently now, I do some

22 photography classes, you know; but they are

23 training for my business; but I am currently

Page 25

1 doing that.

2 Q. Okay. Tell me about this photography

3 training.

4 A. I just -- it's a photography course and

5 training.

6 Q. Where is the course through?

7 A. Some of it is online, but some of it is at a

8 local college here.

9 Q. What college?

10 A. AUM.

11 Q. I'm sorry?

12 A. AUM. AUM, which stands for Auburn University

13 of Montgomery. And I'm on the list to

14 complete that this fall. So.

15 Can I interrupt one second? Is there

16 any way to close that blind? It's

17 distracting with people walking around. I'm

18 sorry.

19 (Brief recess)

20 Q. Just before we took a break, we were talking

21 about the photography training course, the

22 one photography training course you're taking

23 online at Auburn University at Montgomery and

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1 that you're scheduled to complete it this
 2 fall?
 3 A. Yes.
 4 Q. Any other training that you're taking with
 5 respect to this photography?
 6 A. No.
 7 Q. Is there any other training that you have
 8 taken with respect to the photography?
 9 A. No.
 10 Q. So other than the photography training, the
 11 hotel training courses, the associates in
 12 child care, and the bachelor's of business,
 13 have you told me all of the education and
 14 training that you have received?
 15 A. Yes.
 16 Q. Who is your current employer?
 17 A. I am working with -- you need a name or the
 18 business? I'm sorry.
 19 Q. Let's start with the business.
 20 A. Business? Montgomery Parents, Montgomery
 21 Journey. And that's a magazine.
 22 Q. How long have you been working for Montgomery
 23 Parents, Montgomery Journey?

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1 A. Just started this month.
 2 Q. So you started in?
 3 A. July.
 4 Q. July. Before working for Montgomery Parents,
 5 Montgomery Journey, who was your employer?
 6 A. I'm still currently -- there's two others I'm
 7 still currently working for.
 8 Q. Okay.
 9 A. Okay.
 10 Q. Who else?
 11 A. Affiliate Marketing. And I'm just their
 12 independent contractor as a photographer.
 13 Q. How long have you been an independent
 14 contractor for Affiliate Marketing?
 15 A. Since -- I'm trying to think back because we
 16 have printed dates. March -- let me take
 17 that back. It will be April of this year,
 18 April 2007.
 19 Q. Have you been anything other than an
 20 independent contractor for Affiliate
 21 Marketing?
 22 A. No.
 23 Q. And you said that there are several companies

Page 28

1 that you are working for right now?
 2 A. Yes.
 3 Q. Who are the other ones?
 4 A. ASPECT.
 5 Q. ASPECT Foundation?
 6 A. Yes.
 7 Q. How long have you -- are you an employee
 8 there?
 9 A. I don't know how they label that; but I've
 10 been there since June of last year, of '06.
 11 I'm an independent -- I mean an international
 12 coordinator.
 13 Q. So Montgomery Parents, Montgomery Journey,
 14 Affiliate Marketing, ASPECT Foundation. Is
 15 that all of the companies that you're working
 16 for right now?
 17 A. Besides my own.
 18 Q. What's your own?
 19 A. My own photography business, Capture the
 20 Moment.
 21 Q. When did you go into business for yourself
 22 with Capture the Moment?
 23 A. June of this year.

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1 Q. Any other companies, self-employment,
 2 independent contractors, that you're doing
 3 right now?
 4 A. Currently, no.
 5 Q. Other than these four employers or companies
 6 that you're doing work for, what was the last
 7 company that you did work for?
 8 A. Taylor Road Baptist.
 9 Q. When did you work there?
 10 A. November of 2006.
 11 Q. Was that the end date?
 12 A. I'm sorry. That's the beginning date.
 13 Q. Okay.
 14 A. Until April of 2007.
 15 (Brief recess)
 16 Q. Right before we took a break, we were talking
 17 about Taylor Road Baptist. And you said that
 18 you worked there from -- was it November 2006
 19 through April 2007?
 20 A. Yes.
 21 Q. Okay. Did you work for anybody else while
 22 you worked for Taylor Road Baptist Church
 23 other than what we've already discussed?

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1 A. No.
 2 Q. Who did you work for before you worked for
 3 Taylor Road Baptist?
 4 A. Well, if you'll see the date, I still was
 5 with ASPECT Foundation and still did that
 6 along with the Taylor Road.
 7 MS. DUNCAN: Do you have the
 8 supplemental document that we gave
 9 you this morning?
 10 MR. FELLNER: Yeah. I'm just trying to
 11 get her recollection.
 12 Q. Other than what you've already told me --
 13 A. Right.
 14 Q. -- did you have any employers or companies
 15 you did work for previous to Taylor Road
 16 Baptist?
 17 A. No.
 18 Q. No. So from whenever it was that you were
 19 terminated at the Fairfield Inn until
 20 November of 2006 -- excuse me -- June of
 21 2006, when you went to work for ASPECT
 22 Foundation --
 23 A. Uh-huh.

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1 Q. -- you didn't work for anybody?
 2 A. Correct.
 3 Q. Okay. Now, for Montgomery Parents,
 4 Montgomery Journey, did you say you were an
 5 employee or an independent contractor there?
 6 A. Yes.
 7 Q. Which was it?
 8 A. I'm an independent contractor.
 9 Q. What do you do for Montgomery Parents?
 10 A. I'm an account representative.
 11 Q. What does that mean?
 12 A. I think -- I'm sorry. I think they word it
 13 account executive. Sorry.
 14 Q. What does that mean? What do you do?
 15 A. Sell ads, ad space for their magazine.
 16 Q. How many hours a week do you work?
 17 A. 20.
 18 Q. I guess you just started, so it's always been
 19 the case 20 hours a week, right?
 20 A. Correct.
 21 Q. With respect to Affiliate Marketing --
 22 A. Yes.
 23 Q. -- what did you do for Affiliate Marketing?

Page 32

1 A. Just a photographer.
 2 Q. And did they give you -- was it task based,
 3 or was it -- how did that work?
 4 A. She -- actually, she goes to my church. So
 5 it was -- I did all of her photography work,
 6 layout for her magazine. So whatever her
 7 stories are for that month, if she needed a
 8 shot of, example, the Capitol of Montgomery,
 9 I would go take a picture of that and provide
 10 that for her. Does that make sense?
 11 Q. Yes. So was it steady work or was it --
 12 A. As needed.
 13 Q. As needed.
 14 A. And it still is as needed if she calls.
 15 Q. How do you get compensated for that work?
 16 A. It was for trade for advertisement for my
 17 photography business.
 18 Q. So it was sort of a barter thing?
 19 A. Yes. And if I did sell an ad, she would give
 20 me 20 percent commission; but I only sold one
 21 ad for her. I don't actively pursue to do
 22 that.
 23 Q. Do you know how much it would have cost you

Page 33

1 to place this ad for your business in her
 2 magazine?
 3 A. For a full page ad, yes, about \$2,000.
 4 That's just an estimate. I don't have that
 5 right offhand, but that was about what it
 6 would be.
 7 Q. And you had a full page ad?
 8 A. Yes.
 9 Q. Approximately how many hours a week do you do
 10 work for Affiliate Marketing?
 11 A. There's no set hours. It's an as-needed per
 12 job.
 13 Q. For ASPECT Foundation?
 14 A. Uh-huh.
 15 Q. Oh, excuse me. What type of magazine is
 16 Affiliate Marketing?
 17 A. It's called Future City Guide of Montgomery.
 18 Q. What is that?
 19 A. It's just -- it's a new magazine that's
 20 targeting the downtown development.
 21 Q. And Montgomery Parents, Montgomery Journey,
 22 what kind of magazine is that?
 23 A. It's a parent magazine.

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1 Q. ASPECT Foundation, what do they do?
 2 A. They place international students with host
 3 families so they can attend high school in
 4 the local area.
 5 Q. You said that your role with them is
 6 international coordinator?
 7 A. Correct.
 8 Q. What is that?
 9 A. My goal is to recruit -- or actually look for
 10 host families in the Montgomery and River
 11 Region area for the students to come here for
 12 either a semester or a full year.
 13 Q. How many hours a week do you work for them?
 14 A. For which company?
 15 Q. Excuse me. ASPECT Foundation. How many
 16 hours a week do you work for them?
 17 A. There are no set hours. It's whatever you
 18 put into it. But I average anywhere between
 19 10 and 20 hours.
 20 Q. And how do you get compensated by ASPECT
 21 Foundation?
 22 A. It's per student, per student that I place
 23 with a host family.

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1 Q. How much is the compensation for each student
 2 placed?
 3 A. It's \$400 for each student, but I also have
 4 to manage that student on a monthly basis if
 5 they're here for a semester to the nine
 6 months. And then it's paid -- each student
 7 is paid either in January and June. It's a
 8 \$100 additional per student.
 9 Q. So it's a total of up to \$600?
 10 A. \$600 per student during their time here,
 11 correct.
 12 Q. How many students have you placed?
 13 A. We are in the process of placing for this
 14 year, and I only have one currently.
 15 Q. So you're trying to place somebody now?
 16 A. Every day, yes, sir.
 17 Q. Okay.
 18 A. This is our busiest time. We have a deadline
 19 of mid August based on when school starts, so
 20 every day.
 21 Q. Was that student that you placed -- you said
 22 you've only placed one student so far?
 23 A. For this coming year.

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1 Q. For this coming year?
 2 A. Yes.
 3 Q. What about for last year?
 4 A. Six.
 5 Q. Six students?
 6 A. Yes, sir.
 7 Q. So for last year, you would have received
 8 \$400 for each of the six students plus the
 9 \$200?
 10 A. So 600 per student, that's correct.
 11 Q. So that's a total of \$3600. Plus in '07, at
 12 the moment you've definitely placed one --
 13 A. Correct.
 14 Q. -- and trying to place a few more?
 15 A. Exactly.
 16 Q. And for that one that you've definitely
 17 placed, it's -- you will receive -- I guess
 18 when they get here?
 19 A. I have received. Once the -- there is a long
 20 string of paperwork, of course, that has to
 21 be done. So, as soon as that process is
 22 done, you are paid prior to the student
 23 arriving.

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1 Q. And what you're paid is the \$400?
 2 A. Correct.
 3 Q. And then over time while they're here, you
 4 get the other additional payments?
 5 A. You get paid in January and then June.
 6 Q. Got you. Capture the Moment.
 7 A. Yes.
 8 Q. You said you launched this in June of 2007.
 9 A. Correct.
 10 Q. How much time per week do you spend working
 11 for Capture the Moment?
 12 A. An average per week? Ten to 15 maybe.
 13 Q. Okay. What do you do for Capture the Moment?
 14 A. Photographer.
 15 Q. Anything else?
 16 A. Just manage the business. I mean, I'm owner
 17 of the business.
 18 Q. And how much has the business brought in so
 19 far?
 20 A. Currently, because of the down season, I'm
 21 booking for September, October, November,
 22 December. So I have things on the books, but
 23 I have not --

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1 Q. So you haven't brought in or been paid any
 2 money yet --
 3 A. Correct.
 4 Q. -- but you have bookings for the fall?
 5 A. Correct. I've been a photographer all my
 6 life, so I don't want you to think I just
 7 jumped out there and started doing it.
 8 Q. What had you been doing in the photography
 9 world beforehand?
 10 A. Just as a hobby.
 11 Q. Anything professionally?
 12 A. I've shot friends' weddings as a gift, my
 13 children's birthdays, family birthdays. I've
 14 donated time for charitable events.
 15 Q. Anything else?
 16 A. No, sir.
 17 Q. All right. At Taylor Road Baptist, what did
 18 you do while -- you were an employee there?
 19 A. Correct.
 20 Q. What did you do while you were an employee
 21 there?
 22 A. I was their resource teacher.
 23 Q. What did that mean?

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1 A. Created and implemented the curriculum for
 2 infants through right at four-year-olds for
 3 their Mother's Day Out program. Can you give
 4 me that date again?
 5 Q. For Taylor Road?
 6 A. Correct.
 7 Q. I think you said November 2006 through April
 8 2007.
 9 A. I believe I started in October.
 10 Q. October.
 11 A. I'm sorry. Yes, sir.
 12 Q. So Taylor Road Baptist, you started as a
 13 resource teacher --
 14 A. Correct.
 15 Q. -- in October 2006 and worked there through
 16 April 2007?
 17 A. Correct.
 18 Q. How many hours a week did you work at Taylor
 19 Road Baptist Church?
 20 A. Right at 30.
 21 Q. How many days a week?
 22 A. Four.
 23 Q. All right. And what were you paid for

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1 working at Taylor Road Baptist?
 2 A. \$8 an hour.
 3 Q. Anything else?
 4 A. No, sir.
 5 Q. Okay. So far, since your employment at
 6 Fairfield Inn terminated --
 7 A. Correct.
 8 Q. -- have we discussed all of your employers
 9 and all the work that you've done for
 10 compensation so far?
 11 A. Yes.
 12 Q. So the only -- since your termination at
 13 Fairfield Inn, you've worked only for
 14 Montgomery Parents, Montgomery Journey,
 15 Affiliate Marketing, ASPECT Foundation,
 16 Capture the Moment, and Taylor Road Baptist?
 17 A. Correct. Not in that order.
 18 Q. Okay. Yes. But those are the only ones
 19 you've worked for?
 20 A. Correct.
 21 Q. And before your employment at Fairfield Inn?
 22 A. Correct.
 23 Q. Who was the employer that you worked for

Page 41

1 immediately before it?
 2 A. Wynngate Inn.
 3 Q. What did you do there?
 4 A. Director of sales.
 5 Q. How long did you work there?
 6 A. Can you pull my resume? That would be very
 7 helpful.
 8 Q. You can look at it.
 9 A. Thank you. From September of 2003 to June of
 10 2004.
 11 Q. Director of sales. What were you paid?
 12 A. I started at 28.
 13 Q. 28,000?
 14 A. Correct.
 15 Q. Annually?
 16 A. Yes.
 17 Q. And you finished at?
 18 A. Finished at and left for the reason that I
 19 was not given my raises and bonuses. So that
 20 stopped at that, correct.
 21 Q. So your finishing salary was \$28,000?
 22 A. Correct.
 23 Q. And that's why you left?

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1 A. Because they owed me money.
 2 Q. What did they owe you?
 3 A. My bonuses. It was about \$3,000.
 4 Q. And you quit?
 5 A. Yes.
 6 Q. Who did you report to there?
 7 A. The Patels.
 8 Q. What are their first names?
 9 A. Mike and Rita.
 10 Q. What did they do at the Wynngate?
 11 A. Not sure if they were owners, but I know they
 12 were managers.
 13 Q. Before Wynngate, who did you work for?
 14 A. Marriott International, which was -- this
 15 gets a little sticky; but I first started
 16 working with Residence Inn, Courtyard, and
 17 Fairfield Inn.
 18 Q. Now, you mentioned three separate things:
 19 Residence Inn, Courtyard Inn, Fairfield Inn.
 20 A. Correct. They called it multi-brand. So I
 21 was under all -- I sold for all three of them
 22 under the position of sales manager.
 23 Q. Was this position here in Montgomery?

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1 A. Correct. Yes.
 2 Q. Was Wynngate Inn here in Montgomery?
 3 A. Yes.
 4 Q. When you say that you were multi-brand sales
 5 manager for Residence Inn, Courtyard Inn, and
 6 Fairfield Inn in Montgomery, was that the
 7 same Fairfield Inn that you worked at?
 8 A. Yes. They were under a different ownership
 9 at the time.
 10 Q. Okay.
 11 A. I believe they were corporate owned. So it
 12 was before franchise owned.
 13 Q. Okay. When did you work for Marriott?
 14 A. From November of 2000 to September of 2003.
 15 Q. What was your pay?
 16 A. I'm trying to think. It was also -- it was
 17 split up between three different
 18 properties -- so I apologize -- how I was
 19 paid.
 20 Q. You received paychecks from each of three
 21 properties?
 22 A. At first I did, and then they ended up
 23 combining it, and that's the reason of the

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1 confusion. 32,000.
 2 Q. Is that the ending salary?
 3 A. No, sir. 38.
 4 Q. So you started at 32?
 5 A. Correct.
 6 Q. And that was salary, correct?
 7 A. Correct.
 8 Q. Anything else you got paid?
 9 A. Bonuses.
 10 Q. What were your bonuses based on?
 11 A. Sales revenue.
 12 Q. How much did you earn in bonuses?
 13 A. It varied from quarter to quarter, so do you
 14 want me to give you an average?
 15 Q. Sure.
 16 A. Anywhere from 500 to \$3,000 quarterly.
 17 Q. That's a big average.
 18 A. I know, but it was each -- it was on each
 19 property, so it was whatever my potential for
 20 the sales of each property was. So I could
 21 get 500 at one or they could average all
 22 together at 3,000. I know. That's so
 23 confusing.

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1 Q. Yeah. I'm just trying to understand.
 2 A. Yeah.
 3 Q. So you start at 32,000. And what was your --
 4 including bonuses, what was your total
 5 compensation for your starting year?
 6 A. I'd have to pull the tax record because it --
 7 again, it was -- each quarter was different.
 8 It was based on whatever my sales production
 9 was, whatever I was able to produce.
 10 Q. What was your recollection of -- at the end
 11 of your employment with Marriott
 12 International, what was your total
 13 compensation including bonuses?
 14 A. My regular --
 15 Q. You said salary was 38.
 16 A. Right. So about 42, if that's what you're
 17 asking.
 18 Q. Why did you leave Marriott?
 19 A. They were working me 45 hours. And I was
 20 offered the position with Wynngate to work
 21 less hours.
 22 Q. You mean 45 hours a week?
 23 A. Yes.

<p style="text-align: right;">Page 46</p> <p>1 Q. Okay. And you wanted a position where you 2 worked less? 3 A. Correct. 4 Q. So you quit? 5 A. Yes, I did. I gave notice. I didn't just 6 walk out. 7 Q. So you gave them some sort of advance notice, 8 then? 9 A. Correct. Yes. 10 Q. And then left to go to the Wynngate Inn? 11 A. Correct. 12 Q. Now, it seems like you took a significant pay 13 cut leaving Marriott International. 14 A. Uh-huh. 15 Q. Why is that? 16 A. I had family. 17 Q. At that time -- 18 A. During -- 19 Q. -- had your daughter been born? 20 A. Yes. 21 Q. Was one of the reasons that you left Marriott 22 International was because you wanted to spend 23 more time with your daughter?</p>	<p style="text-align: right;">Page 48</p> <p>1 that you were willing to change jobs and take 2 the pay cut was to work reduced hours so you 3 could spend more time with your daughter and 4 your husband. 5 A. Uh-huh. 6 Q. And because your husband was earning more 7 money? 8 A. Correct. 9 Q. Were there any other reasons why you decided 10 to leave Marriott International and go to 11 Wynngate Inn? 12 A. Yeah. Less stress. You can add that. It 13 was going from one property sales to -- from 14 three. 15 Q. Before Marriott International, who did you 16 work for? 17 A. Muscular Dystrophy Association. 18 Q. When was that? 19 A. I started in March of '99 and ended in 20 October of 2000. 21 Q. Was Marriott International your first job in 22 the hospitality industry? 23 A. Correct.</p>
<p style="text-align: right;">Page 47</p> <p>1 A. That. And my husband was making more money, 2 so -- correct. 3 Q. So you sought a job that required fewer 4 hours? 5 A. Correct. 6 Q. What was the expectation of hours going into 7 Wynngate Inn? 8 A. Thirty. And it did have bonuses, too. I 9 don't know if you made a note of that. 10 Q. What kind of bonuses did you earn? 11 A. It was based on sales production, too. 12 Q. And you said they never paid? 13 A. Never paid me for it, no. 14 Q. You were there for a little bit less than a 15 year, right? 16 A. Correct. 17 Q. But they only required you to work 30 hours a 18 week? 19 A. Correct. 20 Q. And that's why you took the pay cut that you 21 took? 22 A. Correct. 23 Q. And at least two of the reasons that you said</p>	<p style="text-align: right;">Page 49</p> <p>1 Q. Did you ever have a gap in employment between 2 Muscular Dystrophy Association and Marriott 3 International? 4 A. About -- it was probably only about three 5 weeks. 6 Q. But when you left Muscular Dystrophy, did you 7 already have the job at Marriott 8 International? 9 A. No, I did not. 10 Q. Why did you leave Muscular Dystrophy 11 Association? 12 A. I was preparing to get married, and I was 13 doing extensive travel. I covered 27 14 counties. 15 Q. So they were asking you to travel a lot? 16 A. Every day. 17 Q. And you decided to quit? 18 A. Yes. 19 Q. So the travel was too much? 20 A. Correct. 21 Q. And how long was there a gap in your 22 employment between Muscular Dystrophy 23 Association and Marriott?</p>

<p style="text-align: right;">Page 50</p> <p>1 A. About three weeks.</p> <p>2 Q. Did you collect any unemployment during that</p> <p>3 period of time?</p> <p>4 A. No, sir.</p> <p>5 Q. Okay. Was there any gap in employment</p> <p>6 between Marriott and Wynngate?</p> <p>7 A. There may have been a week or two, but no.</p> <p>8 Q. All right. And was there any gap in</p> <p>9 employment between Wynngate and Fairfield</p> <p>10 Inn?</p> <p>11 A. No, sir.</p> <p>12 Q. All right. So from the period -- hold on one</p> <p>13 second.</p> <p>14 All right. So going back though, the</p> <p>15 period from November 2005, when your</p> <p>16 employment at Fairfield Inn had terminated,</p> <p>17 to June 2006, you did no work for any kind of</p> <p>18 compensation or remuneration, right?</p> <p>19 A. Correct.</p> <p>20 Q. What did you do?</p> <p>21 A. Actively looked for another job.</p> <p>22 Q. Anything else?</p> <p>23 A. No.</p>	<p style="text-align: right;">Page 52</p> <p>1 Q. Oh, your parents?</p> <p>2 A. Yes.</p> <p>3 Q. Meaning your mother and your stepfather?</p> <p>4 A. Correct.</p> <p>5 Q. What about you?</p> <p>6 A. Well, yes.</p> <p>7 Q. Did you also?</p> <p>8 A. Yes.</p> <p>9 Q. Okay. Were you the person who primarily took</p> <p>10 care of your children during that time frame,</p> <p>11 or was somebody else taking care of them?</p> <p>12 A. Well, my husband.</p> <p>13 Q. During your employment at Fairfield Inn, did</p> <p>14 you ever look for another job?</p> <p>15 A. During my employment?</p> <p>16 Q. Yes.</p> <p>17 A. I didn't actively seek, but people seeked me.</p> <p>18 Q. Who?</p> <p>19 A. There were other hotels.</p> <p>20 Q. Which ones?</p> <p>21 A. They're under a different name now; but at</p> <p>22 the time, it was Holiday Inn.</p> <p>23 Q. Any others?</p>
<p style="text-align: right;">Page 51</p> <p>1 Q. During that period of time, who took care of</p> <p>2 your children?</p> <p>3 A. Could you tell me the dates again?</p> <p>4 Q. I'm sorry. From November 2005 to June 2006,</p> <p>5 who took care of your children?</p> <p>6 A. Taylor Road Baptist. And I had a grandmother</p> <p>7 and my father and the other set of</p> <p>8 grandparents.</p> <p>9 Q. And when you say father, you meant Rouse</p> <p>10 Godfrey?</p> <p>11 A. Correct.</p> <p>12 Q. Grandmother is who?</p> <p>13 A. Actually, it's my grandmother, their great</p> <p>14 grandmother, Frances Taylor.</p> <p>15 Q. Anyone else that took care of your children</p> <p>16 during the period from November 2005 to June</p> <p>17 2006?</p> <p>18 A. They have an aunt that would on last minute</p> <p>19 notice, but not on a consistent basis, no.</p> <p>20 Q. So it was Taylor Road Baptist, Frances</p> <p>21 Taylor, and your father that took care of the</p> <p>22 children between November --</p> <p>23 A. My parents also.</p>	<p style="text-align: right;">Page 53</p> <p>1 A. Through the Chamber. Well, the Chamber asked</p> <p>2 me to come work for them.</p> <p>3 Q. Anybody else who sought your services while</p> <p>4 you were at Fairfield Inn?</p> <p>5 A. No.</p> <p>6 Q. So the Holiday Inn and the Chamber of</p> <p>7 Commerce. You mean the Montgomery Chamber of</p> <p>8 Commerce?</p> <p>9 A. Correct, the visitors center. There's two</p> <p>10 different parts to it.</p> <p>11 Q. Who was it at Montgomery Visitors Center that</p> <p>12 was seeking you to join them?</p> <p>13 A. I don't recall. She's not there anymore.</p> <p>14 Q. What job did they want you to do at the</p> <p>15 Montgomery Visitors Center?</p> <p>16 A. Sales.</p> <p>17 Q. What kind of sales?</p> <p>18 A. They had different divisions, so it was</p> <p>19 probably the convention area.</p> <p>20 Q. Did you go on an interview?</p> <p>21 A. No.</p> <p>22 Q. Did you give them a resume?</p> <p>23 A. No.</p>

<p style="text-align: right;">Page 54</p> <p>1 Q. Tell me about the entire communications that 2 you had with the Montgomery Visitors Center 3 about this sales job. 4 A. Well, it's through our -- we had hotel/motel 5 association meetings monthly. And it's 6 always about -- you know, somebody would just 7 come up to you and say, hey, I'd really like 8 for you to come work for me or, you know, I'd 9 really like to see you come work for the 10 Chamber. It's that kind of exchange of 11 interest. 12 Q. And you were approached at one of these 13 meetings? 14 A. Correct. 15 Q. By this woman whose name you can't remember? 16 A. Correct. 17 Q. And she said that she wanted you to come work 18 for the Montgomery -- 19 A. Wanted me to pursue to work for them. 20 Q. Excuse me? 21 A. She didn't offer me the job. She said there 22 were openings that if I was interested. 23 Q. Oh, okay. So she suggested you apply for</p>	<p style="text-align: right;">Page 56</p> <p>1 A. She had just taken over the director of sales 2 position, and she was offering me more money 3 to come work for her. So nothing was ever 4 exchanged; it was just a verbal conversation. 5 Q. Tell me about that verbal conversation. 6 A. Just as I said, she was offering me more 7 money to come be part of her sales team. 8 Q. What did she offer you? 9 A. About 5,000 more than I was making, so about 10 40,000. 11 Q. What about bonuses? 12 A. Nothing was ever stated. Most sales places 13 do -- or hotel sales have bonuses. But no, 14 that was never stated to me. And it was more 15 hours. 16 Q. More hours? 17 A. Uh-huh. 18 Q. How many hours was it? 19 A. Forty. 20 Q. Was this offer given to you in writing? 21 A. No. It was verbal. 22 Q. Was this at one of the same meetings we were 23 discussing before?</p>
<p style="text-align: right;">Page 55</p> <p>1 one? 2 A. Correct. 3 Q. So she didn't offer you the job? 4 A. Right. No. 5 Q. Have you told me everything you remember 6 about that? 7 A. Correct. 8 Q. What about the Holiday Inn? Which Holiday 9 Inn was it? 10 A. The one on the East Side. I'm not sure of 11 their other name. 12 Q. By East Side -- 13 A. I think they just call it Holiday Inn East if 14 I recall. 15 Q. Who was it that spoke to you about a job at 16 Holiday Inn East? 17 A. I'm trying to recall the lady's name. I can 18 see her face. Can we come back to that if I 19 think of it, please? 20 Q. Sure. 21 A. Thank you. 22 Q. Tell me about your entire communications with 23 that woman.</p>	<p style="text-align: right;">Page 57</p> <p>1 A. Yes. 2 Q. So at one of these industry meetings, someone 3 from the Holiday Inn East, a woman who had 4 just taken over the job as its director of 5 sales -- 6 A. Uh-huh. 7 Q. -- approached you and asked you come work for 8 her. In what type of position? 9 A. Sales. 10 Q. And offered you the job? 11 A. Correct. 12 Q. Did you have to apply for it? 13 A. If I wanted it, but I didn't. 14 Q. Could you have accepted it right then and 15 there? 16 A. Probably not. 17 Q. You would have still had -- 18 A. I'm sure there was probably some kind of 19 interview process, but I -- 20 Q. Why didn't you accept that job? 21 A. Because where I was at the Fairfield Inn, I 22 strongly believed in what I had already 23 accomplished and established there at the</p>

<p style="text-align: right;">Page 58</p> <p>1 hotel; and I was doing very well.</p> <p>2 Q. What about the hours? Was that a factor in</p> <p>3 your decision-making?</p> <p>4 A. In what decision?</p> <p>5 Q. To not pursue or accept the job at Holiday</p> <p>6 Inn East.</p> <p>7 A. No.</p> <p>8 Q. So the 40 hours per week that were going to</p> <p>9 be required in that job was not a factor?</p> <p>10 A. It weighed some, but it wasn't the main</p> <p>11 factor.</p> <p>12 Q. I was just asking whether it was a factor at</p> <p>13 all.</p> <p>14 A. Correct. No.</p> <p>15 Q. It was not?</p> <p>16 A. I mean, yes, it was.</p> <p>17 Q. It was a factor, but not the main factor?</p> <p>18 A. A factor, correct.</p> <p>19 Q. Let's talk about your job search which ended</p> <p>20 up with you starting to work at the Fairfield</p> <p>21 Inn.</p> <p>22 A. Okay.</p> <p>23 Q. What did you do for that job search?</p>	<p style="text-align: right;">Page 60</p> <p>1 very secure in my job. There were a lot of</p> <p>2 times I'd go and my office would be locked.</p> <p>3 You know, it was just you kind of felt there</p> <p>4 were some insecurities. It's just how they</p> <p>5 managed and ran their hotels. So I kind of</p> <p>6 felt that, so -- and it's very common in</p> <p>7 being a director of sales or being in the</p> <p>8 sales industry that directors move from hotel</p> <p>9 to hotel based on where the competition is</p> <p>10 and where -- which hotel is doing good or not</p> <p>11 good or -- so that's very common.</p> <p>12 Q. So at the time, you weren't formally looking</p> <p>13 for another job?</p> <p>14 A. I felt some insecurities, like I said, with</p> <p>15 Wynngate; so I was always looking</p> <p>16 to pursue -- I mean, to better myself, to</p> <p>17 make more money or, you know, to act -- you</p> <p>18 know, to grow in my -- in my field. So I</p> <p>19 think even today I still look. You know, we</p> <p>20 are always still looking for something</p> <p>21 better. So, yes.</p> <p>22 Q. Had you sent out any resumes?</p> <p>23 A. No.</p>
<p style="text-align: right;">Page 59</p> <p>1 A. It was word of mouth from one of those</p> <p>2 meetings. Someone had said that Fairfield</p> <p>3 Inn was looking for a director of sales.</p> <p>4 Q. Do you remember who?</p> <p>5 A. I don't.</p> <p>6 Q. Do you remember who it was at Holiday Inn</p> <p>7 East that was the new director of sales?</p> <p>8 A. No.</p> <p>9 Q. I figured I'd just try.</p> <p>10 A. I know. When I get a pen, if I think of it,</p> <p>11 I'll jot it down. I'm sorry.</p> <p>12 Q. All right. So somebody word of mouth in the</p> <p>13 industry meeting said something to you about</p> <p>14 Fairfield Inn might be seeking a director of</p> <p>15 sales?</p> <p>16 A. Right.</p> <p>17 Q. And you said you didn't remember who it was</p> <p>18 that had said that?</p> <p>19 A. No, I didn't. But I took the initiative of</p> <p>20 calling the hotel directly.</p> <p>21 Q. Were you looking for a new job at that time?</p> <p>22 A. Just in working with the Indians and knowing</p> <p>23 that I wasn't getting paid, I didn't feel</p>	<p style="text-align: right;">Page 61</p> <p>1 Q. Had you contacted any prospective employers?</p> <p>2 A. Just calling the Fairfield Inn that day.</p> <p>3 Q. Okay. so the only company that you contacted</p> <p>4 during this, I guess, job search --</p> <p>5 A. From Wynngate?</p> <p>6 Q. While you were at Wynngate.</p> <p>7 A. Correct.</p> <p>8 Q. -- was the Fairfield Inn?</p> <p>9 A. Correct.</p> <p>10 Q. So you called Fairfield Inn and spoke to</p> <p>11 whom?</p> <p>12 A. Jennifer Love, who was their main front desk</p> <p>13 person, who I knew prior to working with</p> <p>14 Marriott. She was still there, so I knew</p> <p>15 her. I knew of her and knew her.</p> <p>16 Q. What was the next thing that happened in the</p> <p>17 process?</p> <p>18 A. I directly asked her if they were looking for</p> <p>19 a salesperson, and she said yes. And I asked</p> <p>20 her who did I need to contact, and she told</p> <p>21 me Todd Epplin, but Todd was not there. And</p> <p>22 I asked her the best way to get in touch with</p> <p>23 him, and she gave me his e-mail address.</p>

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1 Q. Did you send him an e-mail?
 2 A. I did.
 3 Q. What happened next?
 4 A. If I recall -- I don't remember if Roger
 5 called me immediately or if it was Todd that
 6 called. I don't -- one -- someone from the
 7 company contacted me and asked me if I would
 8 be interested in interviewing. And then I do
 9 remember talking to Roger. So --
 10 Q. Did you talk in person first?
 11 A. I'm trying to recall if an e-mail -- a reply
 12 was back from my e-mail, which it -- I mean,
 13 if it's in the e-mails or if it was actually
 14 a phone call. I don't recall which was
 15 first.
 16 Q. But at some point, you spoke with Roger and
 17 Todd?
 18 A. Correct.
 19 Q. Did you speak to them together or separately?
 20 A. Separately.
 21 Q. Do you remember who you spoke to first?
 22 A. I'm trying to remember. No.
 23 Q. What do you remember about your communication

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1 with Todd?
 2 A. He just looked -- seemed very anxious to have
 3 someone on board that he wanted someone to
 4 come work with them. And I think he was --
 5 in my e-mail, I had put that I had previously
 6 sold for the hotel; so he was very excited
 7 about that. And I think what I recall from
 8 that is he said he would either have Roger
 9 Miller call me or e-mail me. And that's
 10 where I'm unclear of what was next. And he
 11 did ask me for a resume, so I sent that to
 12 him.
 13 Q. So Todd asked you for a resume, discussed
 14 your previous experience working?
 15 A. No. I mean, it just took -- he was answering
 16 the question from the e-mail, that I had said
 17 in that e-mail that I had previously sold for
 18 Fairfield Inn Montgomery. But as far as my
 19 personal, what I was doing now, he never
 20 asked.
 21 Q. Okay. Did Todd say anything about the job in
 22 particular?
 23 A. No.

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1 Q. All right. When did you speak to -- I'm
 2 sorry. Have you told me everything about
 3 your discussions with Todd that you remember?
 4 A. That I remember.
 5 Q. When did you speak to Roger?
 6 A. I would say it would be the next couple of
 7 days after that. I mean, it was very quickly
 8 that I spoke to him.
 9 Q. Telephonically or in person?
 10 A. What I recall, it was on the phone.
 11 Q. Okay. What do you remember about your
 12 communication with Roger?
 13 A. It was mainly setting up an interview.
 14 Q. It was just setting up a time for an
 15 interview?
 16 A. He asked me if I was interested in the
 17 position and that he would be interviewing.
 18 Q. Okay. And did you set the time for the
 19 interview?
 20 A. I'm not sure if it was from that initial
 21 phone call or if we spoke again, but we did
 22 set up a time.
 23 Q. Did you eventually have the interview?

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1 A. Yes, I did.
 2 Q. What do you remember about that interview?
 3 A. I traveled to Atlanta. I went to Hospitality
 4 Ventures in Atlanta to interview for the
 5 position.
 6 Q. Who did you interview with?
 7 A. Roger Miller.
 8 Q. Anyone else?
 9 A. Not personally interview, but I did meet
 10 people within the company.
 11 Q. Who did you meet?
 12 A. Rob Flanders.
 13 Q. Anyone else?
 14 A. And Carol. And I'm not sure how to pronounce
 15 her last name, but she's their administrative
 16 person.
 17 Q. Anyone else?
 18 A. That was all that was there that day.
 19 Q. What do you remember about your interview
 20 with Roger?
 21 A. It was very upbeat and positive. I feel that
 22 he was very impressed with my background of
 23 being a salesperson and being able to show

<p style="text-align: right;">Page 66</p> <p>1 him that I could produce numbers. He was 2 very enthusiastic that I already knew their 3 sales program, which was Sales Pro, that we 4 could jump right on and I could show him 5 that, you know, I knew what it was and -- and 6 how to use it. To me, it was an exciting 7 time because it was an event -- I mean, a new 8 position; so I felt, you know, it was very 9 enthusiastic and very upbeat. 10 Q. Okay. What do you remember about the 11 position? 12 A. From the interview? 13 Q. From the interview, yes. 14 A. He basically just went through what my -- 15 what a -- what a salesperson does for their 16 company. 17 Q. What was that? 18 A. It was a list of things as far as producing 19 revenue, being able to telemarket, cold 20 calls, build client relationships, be able to 21 work with the staff, work with your GM. I 22 mean, it's -- it was the whole package of 23 being able to produce revenue.</p>	<p style="text-align: right;">Page 68</p> <p>1 A. Thirty-five. 2 Q. Per week? 3 A. Correct. 4 Q. Any other compensation you would be eligible 5 for? 6 A. What do you mean? 7 Q. Bonuses? 8 A. Oh, yes. 9 Q. What kind of bonuses? 10 A. That's where it was never -- he just told me 11 it was quarterly bonuses based on the 12 production of revenue, but I did not actually 13 see a breakdown of how that was to be broken 14 out. 15 Q. Like a bonus plan? 16 A. Correct. 17 Q. Did you ever see a bonus plan? 18 A. Later. I had to ask for it. 19 Q. What else was the offer? What else was 20 contained in the offer? 21 A. Insurance, health insurance. 22 Q. For you? 23 A. Myself, yes, and my daughter at the time.</p>
<p style="text-align: right;">Page 67</p> <p>1 Q. Did he tell you about the hours that they 2 expected? 3 A. He didn't. He asked me what I wanted. 4 Q. What did you say? 5 A. 35 hours. And he felt that that was very 6 considerable, I guess is the word he used, 7 but that they could do that. I remember 8 that. 9 Q. What else did he say about the hours? 10 A. I don't -- I don't recall anything else. 11 Q. What else do you remember about your 12 interview with Roger Miller in Atlanta? 13 A. You know, he did show me about the hotel, 14 where the numbers were, how things were 15 going. He told me a little bit about the 16 general manager and what -- you know, the 17 staff that was there. Then from that 18 interview, I also met Carol. It was just an 19 introduction kind of thing. And I was -- I 20 was offered the job there. So -- 21 Q. Okay. What was the offer? 22 A. 35,000 with 30 (sic) hours. 23 Q. For how many hours?</p>	<p style="text-align: right;">Page 69</p> <p>1 They were willing -- I -- I'm not sure if 2 they -- we negotiated that later, but it was 3 in an e-mail that they did offer to pay my 4 insurance. And then I did ask if Taylor 5 could be added and, if so, how would that 6 work. And they agreed to pay half of Taylor, 7 and I paid the other half out of my paycheck. 8 Q. So they completely paid for you and for half 9 of Taylor? 10 A. Correct. 11 Q. And your husband was not on Hospitality 12 Ventures' insurance? 13 A. No, sir. No, sir. 14 Q. What else was included in that offer? 15 A. That's all I recall. 16 Q. How did they give you the offer? Was it 17 verbal, written, e-mail? 18 A. It was in an e-mail, which I received very 19 quickly. 20 Q. Did it say anything about who was going to be 21 your supervisor? 22 A. I don't believe so in the offer. Not that I 23 recall.</p>

<p style="text-align: right;">Page 70</p> <p>1 Q. Did anybody at -- did anybody explain to you 2 who was going to be your supervisor? 3 A. It was my understanding that it was Roger and 4 the general manager. 5 Q. So you reported to both? 6 A. Mainly to Roger on a weekly basis. 7 Q. What else do you remember about that job 8 offer? 9 A. Can I have a moment to think about it? 10 Q. Sure. 11 A. It's been a while. 12 Q. Absolutely. 13 A. It had a start date on it. 14 Q. What was that supposed to be? 15 A. I would have to pull it and see. I don't 16 recall. It was very -- within the next week 17 or so of the -- of the interview, so there 18 was a start date on there. And then I did 19 get in -- I asked for in writing about the 20 insurance, so that came on a separate 21 e-mail, because it was not included in the 22 offer from Roger, but Rob Flanders sent me an 23 e-mail about the insurance.</p>	<p style="text-align: right;">Page 72</p> <p>1 hadn't seen a copy of it, actually. 2 Insurance was going to be provided for you. 3 Later on it was confirmed that half of your 4 daughter's insurance would be paid as well, 5 and you would pay the other half of your 6 daughter's insurance. And you understood 7 that you were going to be reporting to both 8 Roger Miller and the general manager at the 9 property, but mainly to Roger Miller. And 10 your start date was supposed to be in 11 approximately a week or so. 12 A. Correct. 13 Q. Okay. Was there anything else that you 14 remember about that job offer? 15 A. I didn't accept it on the spot, just to let 16 you know. I waited until I got the e-mail. 17 And he gave me -- there was a time line in 18 there of when to accept it. So I did not 19 accept the position in Atlanta. I waited 20 until I got the e-mail offer. 21 Q. Okay. And other than that, have you told me 22 everything that you now remember about the 23 offer?</p>
<p style="text-align: right;">Page 71</p> <p>1 Q. Okay. 2 A. That's all I recall at this time. 3 MS. DUNCAN: Can we stand up and walk 4 around a little bit? 5 THE WITNESS: I was going to ask for a 6 break, too. 7 (Brief recess) 8 Q. Have you told me everything you remember 9 about the job offer you received from 10 Fairfield Inn or to work at the Fairfield 11 Inn? 12 A. Do you mind reviewing what you -- 13 Q. Sure. What you told us so far was that you 14 received the offer while -- first verbally 15 while you were in Atlanta meeting or 16 interviewing with Roger Miller and that, 17 subsequently, you received back an e-mail 18 confirmation. The offer was for \$35,000 19 annually -- 20 A. Uh-huh. 21 Q. -- to work 35 hours per week with a quarterly 22 bonus program that the bonus plan had not 23 been explained to you at that time or you</p>	<p style="text-align: right;">Page 73</p> <p>1 A. Correct. 2 Q. Why did you accept the job at Fairfield Inn? 3 A. I felt that -- I saw the potential there, the 4 clientele that I had been working with, 5 bringing in more groups, just knowing I had 6 known the staff from the past. There were 7 still a lot of staff members there. Just 8 seemed like a great opportunity moneywise, 9 benefits. 10 Q. Have you told me every reason why you 11 accepted the job at Fairfield Inn? 12 A. And the different Marriotts, each hotel has a 13 different clientele of business; so you sell 14 based on whatever -- do you understand what 15 I'm saying? -- whatever business is brought 16 in. I can give you examples. 17 Q. Sure. 18 A. So like Residence Inn is extended care, so 19 people you want to bring in for a very long 20 time. That's very hard to recruit that kind 21 of business. Courtyard is your business 22 travelers. 23 So one of the reasons that I did accept</p>

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1 this position is it dealt with a group --
 2 it's like the economy hotel. It was your in
 3 and out, your groups. So it's a lot -- and
 4 being in the Montgomery market and knowing
 5 the market and knowing the events that take
 6 place and knowing the product that they had
 7 at the time, that was one of my reasons.
 8 It was a lot -- it's a more presentable
 9 property to sell for. I don't want to say it
 10 was easy, but it was -- it was challenging
 11 but it was a property that -- a product that
 12 I enjoyed selling for. Prior to coming on,
 13 when I would do the three, I really enjoyed
 14 the Fairfield Inn product. So that was one
 15 of the strong reasons, too.
 16 Q. Okay. So now have you told me every reason
 17 that you --
 18 A. Yes.
 19 Q. When did you begin working at Fairfield Inn?
 20 A. The exact date, I would have to pull, but in
 21 June, late June. I want to say around the
 22 24th, if I recall.
 23 Q. Okay. 2004?

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1 A. Correct.
 2 Q. Do you remember the Fairfield Inn's address,
 3 street address?
 4 A. 56 -- I think it's 5604.
 5 Q. What road?
 6 A. I'm sorry. Carmichael Road.
 7 Q. In Montgomery, right?
 8 A. Montgomery, 36117.
 9 Q. Okay. And what was your title when you
 10 started working at the Fairfield Inn?
 11 A. Director of sales and marketing.
 12 Q. Did you ever have another title at the
 13 Fairfield Inn?
 14 A. No.
 15 Q. What did you do in the role of director of
 16 sales and marketing?
 17 A. There's a long list of things.
 18 Q. Let's hear it.
 19 A. The first and foremost was to know the staff,
 20 to realize that they're part of your team;
 21 because if I didn't have a strong front desk
 22 or housekeeping or even a general manager,
 23 sales department that I could work with and,

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1 you know, a good product, then there was no
 2 reason to be selling.
 3 And I was responsible for telemarketing,
 4 which meant calling and qualifying prospects
 5 to determine potential business. I was --
 6 had to be -- based on my prior training, in
 7 training, you have to be able to present the
 8 benefits of why you want your client to stay
 9 at a Fairfield Inn compared to a Holiday Inn.
 10 You have to be able to meet the client's
 11 needs. Doing outside calls, appointments,
 12 one on one or with a company or doing
 13 presentations. Cold calling, just walking
 14 into a business, introducing yourself, and
 15 finding out, you know, if they had potential
 16 travel business. It's proactively and
 17 reactively selling the product with groups,
 18 working with the Chamber of Commerce, any
 19 type of sporting event or any big event in
 20 Montgomery. At the time, we had the civic
 21 center.
 22 A lot of my job percentage-wise -- I'd
 23 say 70 percent was outside the hotel,

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1 bringing the business in.
 2 Q. You say was outside the hotel. What does
 3 that mean?
 4 A. Outside the hotel, meaning outside reaching
 5 to customers and clients and groups and
 6 corporations to target business.
 7 Q. Was it meeting with folks outside the hotel?
 8 A. Yes.
 9 Q. What else was that?
 10 A. Cold calls.
 11 Q. What was the work that you were doing outside
 12 the hotel?
 13 A. Cold calls, set appointments, going to --
 14 Q. I'm sorry for interrupting. But when you
 15 said set appointments, was that appointments
 16 that had been set for you?
 17 A. I set them.
 18 Q. Okay. Well, you set appointments and then
 19 attended those appointments?
 20 A. Correct.
 21 Q. Okay. I'm sorry. Go ahead.
 22 A. Through telemarketing. That was the point of
 23 the telemarketing was to find out the

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1 companies -- if a company had potential
 2 travel; and if so, you made an appointment
 3 with that decision-maker.
 4 Q. What else was involved in that 70 percent
 5 work outside the hotel?
 6 A. I worked directly with the visitors center,
 7 keeping the visitors center stocked full of
 8 marketing materials, attending Chamber of
 9 Commerce meetings, groundbreakings, 60-minute
 10 coffees, After Hours. After Hours was an
 11 after hour -- I guess a 5:30 monthly meeting
 12 where all the business people in the area get
 13 together and network.
 14 Q. What else was involved in that 70 percent
 15 work outside the hotel?
 16 A. I'm thinking back over everything I said. I
 17 think that was -- that's all.
 18 Q. Okay. So the work that you were doing
 19 outside the hotel, just to make sure I
 20 understand this -- and tell me if I have this
 21 right.
 22 A. Correct.
 23 Q. -- was going on cold calls?

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1 A. Uh-huh.
 2 Q. And what was cold calls again?
 3 A. Just knocking on a door.
 4 Q. Going on a cold call, just knocking on a door
 5 of a business or something that might
 6 possibly -- and seeing if they had need for
 7 travel services --
 8 A. Correct.
 9 Q. -- that the hotel might be able to help them
 10 with?
 11 A. Correct.
 12 Q. Going on appointments that you had previously
 13 set?
 14 A. Correct.
 15 Q. Attending to the visitors center, making sure
 16 that they had materials about the company?
 17 A. Right.
 18 Q. Attending Chamber meetings?
 19 A. Correct.
 20 Q. Going to 60-minute coffees?
 21 A. Correct.
 22 Q. Going to After Hours networking meetings?
 23 A. Correct.

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1 Q. And that's it. Was there anything else?
 2 A. Every week, I went to Maxwell and Gunter Air
 3 Force Base, mainly Maxwell, for government
 4 business.
 5 Q. To solicit the government business or to
 6 attend to it?
 7 A. It's called build rapport; they do business
 8 with who they know, which later became one
 9 person and it was building rapport with her.
 10 She -- she, with her business, directly
 11 worked with Maxwell; so it was meeting on a
 12 weekly basis with her.
 13 Q. Who was that?
 14 A. Tandi Mitchell.
 15 Q. When did you start going to the Maxwell and
 16 Gunter Air Force Bases to build rapport?
 17 A. Immediately. That was a big part of their
 18 business.
 19 Q. Whose business?
 20 A. Fairfield Inn, Hospitality Ventures.
 21 Q. So the business from Maxwell and Gunter Air
 22 Force Base that -- you said Tandi Mitchell?
 23 A. That was prior to Tandi. She did some. It

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1 was -- it used to be an open market where
 2 anybody could walk in to Maxwell or Gunter.
 3 And they had a travel department that you
 4 went to, and they had individual, I guess --
 5 I don't know exactly what their titles are,
 6 but they would be like little travel agents.
 7 So when they had a training for a
 8 particular group -- I don't know all the
 9 military terminology, so I apologize -- that
 10 individual person would call the hotel list
 11 and whoever had availability. So if you
 12 built rapport with that person or persons in
 13 that office and brought goodies and, you
 14 know, had marketing material on their desks
 15 and pens, they did business with whoever
 16 treated them right. And that was one of my
 17 big priorities is making sure that the
 18 businesses were taken care of, which later
 19 became Tandi. They ended up -- that hub of
 20 people ended up calling one person. It got
 21 to be too much government business in
 22 Montgomery.
 23 Q. Okay. So, on the day that you started at

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1 Fairfield Inn, the Fairfield Inn already was
 2 receiving some business from the Air Force?
 3 A. Some business, correct.
 4 Q. Air Force bases. Excuse me.
 5 A. Correct.
 6 Q. And you went immediately over there to try to
 7 maintain and hopefully improve that
 8 business --
 9 A. Correct.
 10 Q. -- or the level of business that the
 11 Fairfield Inn was receiving?
 12 A. Correct. Correct. Along with their top ten
 13 accounts.
 14 Q. Okay. And you also went to the top ten
 15 accounts?
 16 A. Correct.
 17 Q. So, have we now discussed everything that was
 18 part of that 70 percent of the work that you
 19 did outside the hotel?
 20 A. And anything else that was disclosed from
 21 Roger or from Todd, the general manager, if
 22 anything came across to get out and go do,
 23 visit a restaurant site that was building or

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1 a construction site, you know, we were always
 2 in any way working -- trying to work as a
 3 team to -- to increase revenue.
 4 Q. So competitively shopping --
 5 A. Exactly.
 6 Q. -- and things like that?
 7 A. Correct.
 8 Q. Anything else?
 9 A. No. Everything is in Sales Pro. That's
 10 documented, so --
 11 Q. That Sales Pro contains all your activities?
 12 A. I have to look at the dates of it, but they
 13 did not -- initially, I did not have a
 14 computer, and so there was some tension there
 15 between getting a computer and being able to
 16 get into the general manager's office when he
 17 was not there. For security reasons, they
 18 only -- he had the key. So I tried to
 19 document it, go back as far as I could.
 20 Q. So at first, you couldn't use Sales Pro all
 21 that much --
 22 A. Correct.
 23 Q. -- because you didn't have access to a

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1 computer?
 2 A. Correct.
 3 Q. Then eventually you got access to a computer
 4 and you were able to use it more?
 5 A. Yes. And I tried to go back and enter it.
 6 Q. How -- I'm sorry. Go ahead.
 7 A. I tried to go back and enter the information
 8 that I had already done from being hired
 9 there.
 10 Q. Do you remember how long that period of time
 11 was when you had limited access to a
 12 computer?
 13 A. Honestly, I want to say it was almost three
 14 months.
 15 Q. Does Sales Pro -- the entries that you have
 16 in Sales Pro, does that capture all of the
 17 activities that you did for Fairfield Inn?
 18 A. Probably not.
 19 Q. Why not?
 20 A. All of my activities or the activities of the
 21 hotel?
 22 Q. Your activities.
 23 A. My activities? I would say they would not.

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1 It would be booked business and contacts.
 2 Yes, they were entered. You didn't -- I
 3 didn't enter a cold call -- I mean, you know,
 4 like a contact for a cold call or something
 5 like that. But I would say that the majority
 6 of -- on a daily basis, I did enter
 7 information into Sales Pro of what I did that
 8 day.
 9 Q. But you might have left some things out, cold
 10 calls, whatever it might have been?
 11 A. Yeah.
 12 Q. Okay.
 13 A. Due to not having access to a computer would
 14 be the only reason.
 15 Q. So, from whenever you got access to a
 16 computer through the end of your employment
 17 at Fairfield Inn, everything you did is in
 18 Sales Pro?
 19 A. I would probably not agree with that.
 20 Q. Okay. I'm not trying to put words in your
 21 mouth.
 22 A. Okay.
 23 Q. I want to understand.

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1 A. And it's because of not having the computer
2 again. And it was still very new to the
3 company and new to -- that they were just
4 getting involved in it. And they were
5 constantly changing or adding updates to
6 Sales Pro. And at first I wasn't told about
7 doing some of the weekly downloads or uploads
8 to -- to make the program better. So I would
9 say all the information that I could, yes, I
10 did put it in Sales Pro.
11 Q. So I'm just trying to get an idea. It seems
12 like you certainly used it.
13 A. Yes.
14 Q. But I'm trying to get an idea of whether it
15 contains some, most, all of your --
16 A. Most, if not all.
17 Q. Most of your activities, but not all?
18 A. I want to say all because I gave it my all.
19 I gave it all the time that I could to get
20 stuff in there. So yes, I will say all.
21 Q. All. Every cold call that you had, every
22 time you went to the visitors center that you
23 stocked, restocked?

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1 A. I tried.
2 Q. No. I'm not saying that accusatorily. I'm
3 just trying to understand. That's all.
4 Everything single thing that you did for the
5 company is listed in Sales Pro?
6 A. I will tell you that I put in everything
7 every week, what was required of me.
8 Q. Okay. So was everything that you did for the
9 company in Sales Pro or something less than
10 that in there? I'm just trying to get an
11 understanding of what's there and what's
12 not.
13 A. I guess I'm not understanding what.
14 Q. Did you leave anything out?
15 A. No.
16 Q. Okay. Did your pay at Fairfield Inn ever
17 change?
18 A. Yes.
19 Q. When?
20 A. I do not recall the date, but I was given an
21 increase of \$3,000.
22 Q. Do you remember whether it was in 2004 or
23 2005?

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1 A. I do not recall.
2 Q. Were there any other changes in your pay plan
3 at that time?
4 A. Besides quarterly changes of bonuses, no.
5 Q. Just the fluctuation in the bonus amount?
6 A. Correct.
7 Q. But the bonus plan didn't change?
8 A. No.
9 Q. When you started working with Fairfield Inn,
10 who was your supervisor?
11 A. Roger Miller.
12 Q. Anyone else?
13 A. When the general manager was there, it was
14 Todd Epplin.
15 Q. During your employment, did you have any
16 other supervisors at Fairfield Inn?
17 A. While I was on maternity leave, Tammy -- and
18 I'm not sure if I'll pronounce her last
19 name. Dominguez? There was a change of
20 general manager during the maternity leave.
21 Q. So other than Roger Miller, Todd Epplin,
22 Tammy Dominguez, did you have any other
23 supervisors while you were at the Fairfield

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1 Inn?
2 A. No.
3 Q. Okay. You mentioned that you received a pay
4 raise of about \$3,000 a year --
5 A. Uh-huh.
6 Q. -- sometime during your employment, but you
7 don't remember when. Did your pay ever
8 change again?
9 A. No. There's an e-mail that has that date of
10 change, the increase.
11 Q. Okay. Was there ever a period of time where
12 you were paid for only one-day-a-week's worth
13 of services?
14 A. Can you repeat that question?
15 Q. Sure. Was there ever a period of time during
16 your employment at the Fairfield Inn that you
17 were paid for performing only one day's worth
18 of services per week?
19 A. I don't know if you would list it as a day,
20 but maybe hours. Yes.
21 Q. Okay. So there was a period of time where
22 you were paid for performing one -- what was
23 that? What were you paid?

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1 A. Seven hours a week. Is that what you're
 2 referring to?
 3 Q. Yes.
 4 A. Okay.
 5 Q. When was that?
 6 A. During my maternity leave.
 7 Q. So your pay changed again when you went on
 8 maternity leave?
 9 A. Correct.
 10 Q. To get paid seven hours per week?
 11 A. Yes. That was at their request.
 12 Q. Were you working full-time for the property
 13 at that time when you were on maternity
 14 leave?
 15 A. Was I working for them?
 16 Q. Yeah.
 17 A. What do you mean?
 18 Q. Well, you were getting paid for seven hours a
 19 week. Were you working 35 hours a week?
 20 A. No. I was working seven hours or more. I
 21 mean, I would get -- I mean, I always gave
 22 more of my time, even being at home, yes.
 23 Q. And your pay changed because you went on

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1 leave?
 2 A. Correct.
 3 Q. Whose idea was it for you to continue working
 4 one day per week while you were on that
 5 leave?
 6 A. Roger.
 7 Q. Did you want to continue working?
 8 A. Yes. Can I explain why?
 9 Q. Sure.
 10 A. Realizing coming -- coming into the property,
 11 I was told that they didn't meet some budgets
 12 and that, you know, things were -- I don't
 13 want to say very bad but they were not
 14 meeting some revenue goals, or bottom line is
 15 what they call it. So through my sales
 16 efforts and the revenue that I had brought
 17 in, I felt that I had built that hotel up. I
 18 had built the clientele, the groups, the
 19 military. I had documented an amount of
 20 booked business during my maternity leave.
 21 And so I felt that during my maternity
 22 leave and working with my intern was very
 23 important to me. It was important that I

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1 keep the hotel where it was or better.
 2 Because I worked very hard, sometimes even
 3 more than that 35 hours a week, to get that
 4 hotel where it was as far as revenue-wise.
 5 Q. Okay. Any other reasons that you wanted to
 6 continue working that seven hours or more per
 7 week during your maternity leave?
 8 A. Just to keep my hands on it, you know, just
 9 to -- I was working with an intern. Even
 10 though she was just doing military business,
 11 Roger agreed with me that we didn't feel that
 12 she would be, like, stealing any business;
 13 but it just felt a comfort of knowing that I
 14 was working directly with her and Roger. And
 15 the her I'm referring to is Tandi that was
 16 the intern that we hired during maternity
 17 leave.
 18 Q. Tandi Mitchell?
 19 A. Correct. So it was very important to me. I
 20 loved my job. I enjoyed what I did, and I
 21 felt like I did a very good job at it. So
 22 keeping it where it was during that maternity
 23 leave was important to me and important that

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1 I came back and had that booked business
 2 still there.
 3 Q. During your maternity leave, did you ever
 4 work more than one day per week?
 5 A. Yes.
 6 Q. When?
 7 A. As needed. I mean, I --
 8 Q. And maybe I didn't ask that question
 9 properly. Let me try it again.
 10 A. Sure.
 11 Q. During your maternity leave, did you ever
 12 work more than seven hours per week?
 13 A. Yes.
 14 Q. Okay. When?
 15 A. As much as I could. As much as I was needed
 16 to. It was based on the needs of the hotel.
 17 If Roger was to call or Tandi was to call or,
 18 you know, any kind of e-mail that came across
 19 or question on a group. So some weeks it was
 20 just seven and one week it may have been two;
 21 but, you know, it was consistently seven
 22 hours or more a week.
 23 Q. Did Tandi ever go on vacation while you were

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1 on maternity leave?
 2 A. Yes.
 3 Q. What happened when Tandi went on vacation?
 4 A. We asked Roger for approval for me to take
 5 over during that time. I think it was just a
 6 two day, if I recall, to be on call that --
 7 full-time those two days during maternity
 8 leave.
 9 Q. So you worked those extra days while --
 10 A. Yes, I did.
 11 Q. Whose decision was that? Who came up with
 12 the idea for you to work those extra days?
 13 A. I presented it to Roger, because we didn't
 14 want somebody not answering the phone, and
 15 we -- and Roger knew about it upon hiring
 16 Tandi, that she had some already scheduled
 17 time for vacation.
 18 Q. When was this?
 19 A. During my maternity leave. I don't have the
 20 exact date, but it is in an e-mail.
 21 Q. Did you get paid for that extra work?
 22 A. Yes, I did.
 23 Q. When did your employment at Fairfield Inn

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1 terminate?
 2 A. On November the 2nd.
 3 Q. 2005?
 4 A. Correct.
 5 Q. Why did your employment terminate?
 6 A. I received a call from Tammy. Again, I
 7 don't -- if somebody will tell me how to
 8 pronounce her last name, I'll be glad to; but
 9 I don't --
 10 Q. I think it's Dominguez.
 11 A. Okay.
 12 Q. That's who you're talking about, right?
 13 A. Correct.
 14 Q. Okay.
 15 A. I received a call from her; and she asked me
 16 if I was returning to my full-time status,
 17 which I said yes. I'm sorry. Will you
 18 repeat the question and make sure I
 19 understand?
 20 Q. Sure. Why did your employment terminate?
 21 A. She said to me on the phone that she and
 22 Roger were not giving me the option to come
 23 back, that I was not going to dictate to them

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1 my hours of when I could work and when I
 2 could not.
 3 Q. So you said you were going to return
 4 full-time?
 5 A. Correct.
 6 Q. When you say -- I'm sorry. I asked that
 7 question -- I was about to ask that question
 8 hopefully. Did you tell Tammy Dominguez when
 9 you would be able to return full-time?
 10 A. We had already settled that.
 11 Q. When was that?
 12 A. November the 9th. So I didn't know there was
 13 ever any question.
 14 Q. You were going to return full-time. And what
 15 did full-time mean?
 16 A. To me, it meant 35 hours. At the time, she
 17 did not know that I had a job description
 18 with 35 hours and she was referencing to 40
 19 hours a week.
 20 Q. And what else -- you told Tammy that you
 21 would come back 35 hours, and what happened?
 22 A. She said to me -- well, that's where the
 23 confusion was, that she was referring to 40

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1 hours. And I told her, I said, no, that I am
 2 35 hours. And she said, Well, I'm now the
 3 general manager, and I expect you to be here
 4 from eight to six. And I stated to her that
 5 I would be back, but I would have to find
 6 some other child care option since you're
 7 wanting me there later. And she said, Could
 8 you let me know by 5 p.m. today?
 9 And I told her I didn't feel that was
 10 fair to let her know on such short notice. I
 11 did have family that could, you know, after
 12 hours be there; but I tried to explain to her
 13 that I had a job agreement from prior to
 14 being hired or right at being hired, that I
 15 was only 35 hours a week. And she cut me off
 16 pretty shortly. And she said she would have
 17 to call me back, which she did.
 18 Q. She called you back?
 19 A. Yes, she did.
 20 Q. Okay. How long was it before she cut you
 21 off?
 22 A. How long were we --
 23 Q. How long was your conversation before Tammy

<p style="text-align: right;">Page 98</p> <p>1 cut --</p> <p>2 A. Less than a minute.</p> <p>3 Q. Did she explain why she would have to call</p> <p>4 you back?</p> <p>5 A. She said she needed to talk to Roger.</p> <p>6 Q. How long was it before -- I'm sorry. This</p> <p>7 minute and a half conversation --</p> <p>8 A. Minute conversation.</p> <p>9 Q. I'm sorry?</p> <p>10 A. It was only about a minute.</p> <p>11 Q. It was only about a minute?</p> <p>12 A. Correct.</p> <p>13 Q. What else transpired during this one-minute</p> <p>14 conversation between you and Tammy?</p> <p>15 A. Nothing.</p> <p>16 Q. So just to make sure that I have everything</p> <p>17 that happened during this conversation, Tammy</p> <p>18 called you and asked you if you were going to</p> <p>19 be returning full-time. You said that you</p> <p>20 would. And you were expecting to return on</p> <p>21 November 9th?</p> <p>22 A. Correct.</p> <p>23 Q. Who brought up the issue of hours?</p>	<p style="text-align: right;">Page 100</p> <p>1 Q. Sure. I mean, she said that she expected you</p> <p>2 to be in the hotel. What did you tell her</p> <p>3 where you wanted to work instead of being in</p> <p>4 the hotel?</p> <p>5 A. I asked her how she wanted me to sell the</p> <p>6 hotel from inside the hotel, and she said on</p> <p>7 the phone. And I said, Well, that's not</p> <p>8 meeting the needs of your hotel and your</p> <p>9 clients; you have to be outside the hotel</p> <p>10 and, you know, build a rapport with people.</p> <p>11 And she said that she just -- and it ended by</p> <p>12 her just saying that she does things</p> <p>13 differently.</p> <p>14 Q. So, what else happened during this one-minute</p> <p>15 conversation?</p> <p>16 A. Nothing.</p> <p>17 Q. How long was it between the time that Tammy</p> <p>18 ended the conversation and the time that she</p> <p>19 called you back?</p> <p>20 A. Within 15 minutes.</p> <p>21 Q. She called you back?</p> <p>22 A. Correct, on a cell phone.</p> <p>23 Q. Okay. Tell me everything that happened</p>
<p style="text-align: right;">Page 99</p> <p>1 A. She did.</p> <p>2 Q. She said that she wanted you full-time means</p> <p>3 8 a.m. to 6 p.m.?</p> <p>4 A. Correct. In her hotel. She said that.</p> <p>5 Q. Why did she say that?</p> <p>6 A. I have no idea.</p> <p>7 Q. Okay. Did you ask her what that meant?</p> <p>8 A. I did.</p> <p>9 Q. What did she say?</p> <p>10 A. She said that she was the new general</p> <p>11 manager, and she expected her sales managers</p> <p>12 to be in the hotel from eight to six. And I</p> <p>13 tried to explain to her what my definition of</p> <p>14 a sales manager or -- excuse me -- a director</p> <p>15 of sales and marketing does and that sales</p> <p>16 managers don't work inside the hotel.</p> <p>17 Q. What did you explain?</p> <p>18 A. I explained to her my job description of what</p> <p>19 Roger expected from me and what I did and</p> <p>20 what Todd expected.</p> <p>21 Q. Did you ask her -- did you tell her where you</p> <p>22 wanted to work?</p> <p>23 A. Where I wanted to work or when?</p>	<p style="text-align: right;">Page 101</p> <p>1 during that conversation.</p> <p>2 A. She told me that -- again that her and Roger</p> <p>3 were not giving me the option to come back,</p> <p>4 that I was not going to dictate to them my</p> <p>5 hours of when I could work and could not</p> <p>6 work.</p> <p>7 Q. So, in the first conversation, she told you</p> <p>8 she expected you to work 40 hours --</p> <p>9 A. Correct.</p> <p>10 Q. -- at the hotel?</p> <p>11 A. Correct.</p> <p>12 Q. And you told her that you were only going to</p> <p>13 work 35?</p> <p>14 A. Correct.</p> <p>15 Q. And some of it was going to be at the hotel,</p> <p>16 and some of it was going to be outside the</p> <p>17 hotel?</p> <p>18 A. I just explained to her my pattern in the</p> <p>19 past of what -- how I -- how the business --</p> <p>20 how I was doing the position prior to</p> <p>21 maternity leave.</p> <p>22 Q. Okay.</p> <p>23 A. And up to this conversation with Tammy, my</p>

<p style="text-align: right;">Page 102</p> <p>1 hours were never questioned. My hours were 2 never -- I mean, I was expected to do the 35 3 hours a week; but it was never nine to four, 4 nine to five, whatever. My -- the 5 expectation was that I did my job. And I did 6 my job, and that was to bring in revenue and 7 to meet my sales goals. 8 Q. Did you tell Tammy that you would work the 40 9 hours? 10 A. That I would work the 40 hours? 11 Q. Yeah. 12 A. I told her I would be back. 13 Q. I'm sorry. I don't think you really answered 14 my question. Did you tell her that you would 15 work the 40 hours? 16 A. No, I did not. 17 Q. Did you tell her you would not work the 40 18 hours? 19 A. No, I did not. 20 Q. You just didn't respond about the 40 hours? 21 A. Correct. 22 Q. And you explained to her that your job was 35 23 hours?</p>	<p style="text-align: right;">Page 104</p> <p>1 back, she said that she was not going to give 2 you the option to come back? 3 A. Uh-huh. 4 Q. And that you were not going to dictate the 5 hours of when you would work? 6 A. Uh-huh. 7 Q. And that was your interpretation, that you 8 were being fired? 9 A. Correct. See, I do not -- 10 Q. Based upon her tone? 11 A. Correct. 12 Q. So what else did Tammy say? 13 A. And I asked her what did this mean. And she 14 said, you do not have a job or you were 15 fired. I don't remember exactly her 16 terminology of -- 17 Q. You don't remember exactly what the words 18 were that she used? 19 A. Right. 20 Q. But what was it that led you to the 21 conclusion that you were being fired? 22 A. I'm not sure if it was the end of that 23 conversation or the next conversation. I</p>
<p style="text-align: right;">Page 103</p> <p>1 A. Correct. 2 Q. And you had this agreement that said that you 3 would only work 35 hours? 4 A. Correct. 5 Q. So when Tammy calls back, she tells you that 6 you are not going to dictate the hours of 7 when you would work? 8 A. Uh-huh. 9 Q. What else did Tammy say during that 10 conversation? 11 A. That you do not have a job, that I'm letting 12 you go. 13 Q. Is that what she said, letting you go? 14 A. I don't recall exactly. It was my 15 interpretation that I was being fired. 16 Q. What gave you that conclusion? What led you 17 to that conclusion? 18 A. Her tone and her coming across and saying 19 that I was not -- I'm trying to refresh my 20 memory. 21 Q. Okay. Take your time. 22 A. Can you repeat that for me, please? 23 Q. Sure. You said that when Tammy called you</p>	<p style="text-align: right;">Page 105</p> <p>1 asked her, she was just letting me go? Do I 2 get a severance? Or, you know, what does 3 this mean? I think I was trying to pull an 4 explanation. And she told me I would only be 5 paid my vacation time that was left. And 6 then she asked me to bring my stuff to the 7 hotel, stuff meaning laptop, any sales files, 8 personal property that belonged to the hotel. 9 Q. Okay. Anything else that happened during 10 that conversation? 11 A. Not that I can recall. 12 THE WITNESS: Am I allowed to look at 13 my notes or not? 14 MR. FELLNER: Sure. 15 A. She did ask me for -- she gave me -- she said 16 that I could either resign today or I would 17 be terminated. 18 Q. Anything else? 19 A. No, sir. 20 Q. What was it that you were looking at right 21 there? 22 A. Some of my personal notes and my affidavit. 23 Q. Great.</p>

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1 MR. FELLNER: Can we get that marked as
 2 Exhibit #1 and Exhibit #2?
 3 MS. DUNCAN: Not that one, but you've
 4 got --
 5 MR. FELLNER: Yeah, we can. She just
 6 refreshed her recollection with it
 7 during the middle of a deposition.
 8 MS. DUNCAN: Well, you can make a copy
 9 of it, but you can't have her
 10 copy.
 11 MR. FELLNER: Then let's go off the
 12 record and go ahead and make the
 13 copy right now.
 14 (Brief recess)
 15 Q. Before we took a break, we were discussing
 16 your telephone call with Tammy Dominguez on
 17 November 2nd, 2005. You mentioned that you
 18 had two telephone calls. And we were
 19 focusing on the second of the two telephone
 20 calls; is that correct?
 21 A. Correct.
 22 Q. All right. The second telephone call, have
 23 we discussed everything you remember about

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1 that telephone call now?
 2 A. Yes.
 3 Q. Okay.
 4 MR. FELLNER: I tell you what. Let's
 5 go ahead and take the break now.
 6 A. I would -- I would like to add one thing.
 7 Q. Okay.
 8 A. I will -- from that conversation, I always
 9 felt that Tammy was pressuring me to come
 10 back to work.
 11 Q. She wanted you to come back to work?
 12 A. Under her terms, yes. So back in October --
 13 THE WITNESS: Is it okay to make a note
 14 about this?
 15 MS. DUNCAN: Sure.
 16 A. Tammy tried -- and it's in the notes there.
 17 Tammy tried to -- she was very -- she seemed
 18 like she was going to be very flexible with
 19 my working hours. Okay? She showed that.
 20 And she tried to get me to come back during
 21 my maternity leave to work three days at the
 22 hotel and I could do the remaining work at
 23 home. And then you asked me about the

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1 working seven hours.
 2 Q. Yes.
 3 A. That was not always at home. I did go to the
 4 hotel on two occasions to do work during the
 5 maternity leave.
 6 Q. When you said that Tammy was pressuring you
 7 to return to work under her terms, does that
 8 mean at the hotel and the 40 hours?
 9 A. No. I mean, she just -- during the maternity
 10 leave, she kept trying to pull me back in.
 11 And, you know, I felt very secure with my 12
 12 hours under FMLA, that I had that security
 13 there. So she was always trying to -- to get
 14 me to come back earlier.
 15 Q. You said 12 hours just a moment ago. I think
 16 you meant to say 12 weeks. Am I wrong about
 17 that?
 18 A. Correct. Thank you. Twelve weeks.
 19 Q. Okay. So you were saying during the 12 weeks
 20 that you were on maternity leave?
 21 A. Correct.
 22 Q. So, when you said that she was trying to
 23 pressure you to return to work, was it during

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1 your leave or was this during the November
 2 2nd phone call -- November 2nd, 2005, phone
 3 call?
 4 A. It was during my leave.
 5 Q. All right. Was she also pressuring you to
 6 return to work during the November 2nd, 2005,
 7 telephone calls?
 8 A. I don't think it was -- I don't know why she
 9 had any question to even ask that. You know,
 10 I don't even know why the phone call took
 11 place; because the week prior, in e-mails and
 12 stuff, I kept saying I was returning. So I
 13 don't know what led up to that conversation
 14 of why she called me. And please ask your
 15 question again.
 16 Q. Sure. What I was trying to find out is that
 17 you said that Tammy was pressuring you to
 18 return to work under her terms.
 19 A. Correct.
 20 Q. And I was just trying to figure out
 21 whether -- you certainly mentioned that -- I
 22 think. Tell me if I'm wrong about this.
 23 Tammy was pressuring you to return to work

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1 under her terms --
 2 A. Correct.
 3 Q. -- during October of 2005?
 4 A. No, not during -- not during October.
 5 Q. Oh. When?
 6 A. She was -- not the 40 hours during October.
 7 That was never mentioned until that November
 8 conversation.
 9 Q. When she was pressuring you to return to
 10 work?
 11 A. October.
 12 Q. October. And what was she pressuring you to
 13 do?
 14 A. To come back and work three days a week at
 15 the hotel.
 16 Q. And why do you feel that she was pressuring
 17 you to do that?
 18 A. Just by constantly asking me, you know.
 19 Q. Was she pressuring you to perform the work
 20 that you were going to be doing at the hotel,
 21 or was she pressuring you to work three days?
 22 A. I don't understand your question.
 23 Q. Sure. Were you expecting to work three days

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1 a week?
 2 A. Was I expected to?
 3 Q. No. Not were you expected to, but were you
 4 planning on working three days a week?
 5 A. No.
 6 Q. Not at all?
 7 A. No. I was doing my seven, whatever hours,
 8 plus hours.
 9 Q. And that's it?
 10 A. Yes. Because we had an intern that was
 11 taking care of the hotel that I worked with
 12 her two days a week or more or as needed. So
 13 I didn't feel there was any reason to come
 14 back earlier during my maternity leave. And
 15 Tandi was always willing to work, so -- and
 16 she's the intern. Tandi -- Tandi -- excuse
 17 me. Tandi Mitchell.
 18 Q. Okay.
 19 A. So Tandi had never said, I can't do this
 20 anymore; I don't want to be here; I can't do
 21 your job any more; you need to come back.
 22 None of that was ever said. Tandi was there
 23 to work through the terms of her -- she had

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1 an agreement, too. And it expired one week
 2 upon my return. So --
 3 Q. So Tammy was pressuring you to work three
 4 days a week?
 5 A. Uh-huh.
 6 Q. And she was pressuring you to work at the
 7 hotel during October of 2005?
 8 A. Correct.
 9 Q. Okay. What about on November 2nd, 2005, when
 10 you had these two telephone calls with
 11 Tammy? During the first telephone call, was
 12 she pressuring you to come back to work
 13 full-time?
 14 A. I wouldn't say she -- she was pressuring me
 15 then. She was questioning.
 16 Q. What does that mean?
 17 A. Questioning if I was coming back.
 18 Q. Okay. So, did she just ask you if you were
 19 coming back full-time?
 20 A. Yes.
 21 Q. What about during that second phone call?
 22 Was she pressuring you at that point?
 23 A. No. I would say questioning.

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1 Q. All right.
 2 MR. FELLNER: Now is a good time to
 3 take a break for lunch.
 4 (Lunch recess)
 5 Q. Ms. Watts, I'm handing you what's been
 6 identified as Defendant's Exhibit #1. Can
 7 you take a look at that and let me know when
 8 you're ready to answer questions about it?
 9 A. Sure.
 10 (Witness reviews document)
 11 A. Okay.
 12 Q. What is Defendant's Exhibit #1?
 13 A. You're asking me to --
 14 Q. Yeah. What is it?
 15 A. It's an affidavit.
 16 Q. An affidavit from whom?
 17 A. Myself.
 18 Q. Now, it's unsigned; but at some point in
 19 time, do you think you might have signed
 20 something similar to this?
 21 A. Yes.
 22 Q. Was this one of the documents that you were
 23 referring to earlier in the deposition to

<p style="text-align: right;">Page 114</p> <p>1 refresh your recollection?</p> <p>2 A. Yes.</p> <p>3 Q. And there's handwritten -- there's a bunch of</p> <p>4 printed text on here and a bunch of -- and</p> <p>5 some handwritten -- what appears to be</p> <p>6 handwritten remarks on there. Whose</p> <p>7 handwritten marks are those?</p> <p>8 A. They're mine.</p> <p>9 Q. Is that true for all -- well, I guess there's</p> <p>10 only handwritten marks on two pages. Is that</p> <p>11 true for both pages?</p> <p>12 A. Correct.</p> <p>13 Q. Can you also take a look at Defendant's</p> <p>14 Exhibit #2 and let me know when you're ready</p> <p>15 to answer questions about that?</p> <p>16 (Witness reviews document)</p> <p>17 A. Okay.</p> <p>18 Q. You're ready now?</p> <p>19 A. Sure.</p> <p>20 Q. Okay. What is Defendant's Exhibit #2?</p> <p>21 A. It's just my personal notes.</p> <p>22 Q. This is your handwriting?</p> <p>23 A. Correct.</p>	<p style="text-align: right;">Page 116</p> <p>1 Q. Did you receive any other documents like</p> <p>2 company policies?</p> <p>3 A. No.</p> <p>4 Q. Did you receive any handbooks?</p> <p>5 A. No. I did ask for one.</p> <p>6 Q. Who did you ask?</p> <p>7 A. Todd Epplin. He told me that the handbook</p> <p>8 that was on file or that they had, he</p> <p>9 obviously couldn't pull one out to show me at</p> <p>10 the time, but that was really for hourly</p> <p>11 employees and that he would get me my</p> <p>12 handbook.</p> <p>13 Q. Okay. Did you ever receive a handbook?</p> <p>14 A. No.</p> <p>15 Q. At any time during your employment, did you</p> <p>16 receive a handbook?</p> <p>17 A. No.</p> <p>18 Q. You said that Todd Epplin mentioned to you</p> <p>19 something about a handbook for hourly</p> <p>20 employees?</p> <p>21 A. When I asked him for a handbook, he said the</p> <p>22 one that he had was for hourly employees.</p> <p>23 Q. Did he share that one with you?</p>
<p style="text-align: right;">Page 115</p> <p>1 Q. When did you write this document?</p> <p>2 A. This morning.</p> <p>3 Q. Why did you write this document?</p> <p>4 A. Just to refresh myself with dates.</p> <p>5 Q. When you started working at the Fairfield</p> <p>6 Inn, what documents did you receive from the</p> <p>7 Fairfield Inn?</p> <p>8 A. Upon hire?</p> <p>9 Q. Yes.</p> <p>10 A. The tax -- I guess the tax forms needed for</p> <p>11 payroll. Of course, prior to that, I had</p> <p>12 received Roger's offer; so I did get that.</p> <p>13 In fact, I got that at home from an e-mail,</p> <p>14 the tax records. I did fill out early on</p> <p>15 about a payroll deduction, but it was never</p> <p>16 done until several months down the road. I</p> <p>17 had to redo it again. I think they were</p> <p>18 having some -- it was new to the company</p> <p>19 doing direct deposit.</p> <p>20 Q. When you say payroll deduction, you mean</p> <p>21 direct deposit form?</p> <p>22 A. I'm sorry. Yes, direct deposit. I guess</p> <p>23 it's a W-2. That's all I recall.</p>	<p style="text-align: right;">Page 117</p> <p>1 A. No.</p> <p>2 Q. Did you ever receive any training about any</p> <p>3 Fairfield Inn policies?</p> <p>4 A. No.</p> <p>5 Q. And I guess because you never received the</p> <p>6 handbook and never any training about</p> <p>7 policies, does the same go that you never</p> <p>8 received any training about Fairfield Inn</p> <p>9 handbook?</p> <p>10 A. Correct.</p> <p>11 MR. FELLNER: Could we get this marked</p> <p>12 as Defendant's #3?</p> <p>13 Q. Ms. Watts, I'm handing you what's been marked</p> <p>14 as Defendant's Exhibit #3. Can you take a</p> <p>15 moment to look at that and let me know when</p> <p>16 you're ready to answer questions about it?</p> <p>17 (Witness reviews document)</p> <p>18 A. I'm ready.</p> <p>19 Q. Okay. Well, what is Defendant's Exhibit #3?</p> <p>20 A. It says Hospitality Ventures, LLC, Associate</p> <p>21 Handbook for Hotel Personnel.</p> <p>22 Q. Okay. Do you think that this might be a</p> <p>23 handbook that was used at the Fairfield Inn?</p>

<p style="text-align: right;">Page 118</p> <p>1 A. It might have been, yes.</p> <p>2 Q. Do you see in the bottom right corner where</p> <p>3 it's marked, it says, Watts versus</p> <p>4 Hospitality INTDSCL/RFP 0170?</p> <p>5 A. Uh-huh.</p> <p>6 Q. Do you have any idea what that means?</p> <p>7 A. No.</p> <p>8 Q. Okay. I'll let you know that this is a</p> <p>9 document that your attorneys have produced to</p> <p>10 us in this litigation.</p> <p>11 A. Yes.</p> <p>12 Q. Do you know where they got this from?</p> <p>13 A. I received it after I was terminated.</p> <p>14 Q. After you were terminated, you got a copy of</p> <p>15 this handbook?</p> <p>16 A. Yes, I did. Yes, I did.</p> <p>17 Q. Never before?</p> <p>18 A. No. Correct.</p> <p>19 Q. And you've never seen any document that's</p> <p>20 even remotely like this?</p> <p>21 A. A packet like this? No.</p> <p>22 Q. Where did you get this handbook from?</p> <p>23 A. On November the 3rd, when I went in on my --</p>	<p style="text-align: right;">Page 120</p> <p>1 A. I did.</p> <p>2 Q. What's the date on this?</p> <p>3 A. 6/04.</p> <p>4 Q. Did you sign it then?</p> <p>5 A. No, I did not.</p> <p>6 Q. When did you sign this?</p> <p>7 A. In October.</p> <p>8 Q. October when?</p> <p>9 A. 2004.</p> <p>10 Q. So you signed this in October 2004?</p> <p>11 A. Uh-huh.</p> <p>12 Q. Now, you signed this. Did you ever receive a</p> <p>13 handbook in October 2004?</p> <p>14 A. No.</p> <p>15 Q. You just received this one page?</p> <p>16 A. Yes.</p> <p>17 Q. Okay. Let's read that first photograph and</p> <p>18 please read --</p> <p>19 A. Well, can I explain to you --</p> <p>20 Q. Okay. Hold on.</p> <p>21 A. -- how I got the page?</p> <p>22 Q. Hold on one second.</p> <p>23 A. Sure.</p>
<p style="text-align: right;">Page 119</p> <p>1 the day I was told to go in and clean out my</p> <p>2 office and collect my -- an expense check and</p> <p>3 bonus check, Carrie Farrell, who was a</p> <p>4 housekeeping supervisor -- I asked her for</p> <p>5 one. I asked her if she knew where any</p> <p>6 handbooks were and if I could get a copy.</p> <p>7 And she gave me one.</p> <p>8 Q. So November 3rd, 2005?</p> <p>9 A. Correct.</p> <p>10 MR. FELLNER: Okay. Let's go ahead and</p> <p>11 have that marked as Defendant's</p> <p>12 #4.</p> <p>13 Q. Ms. Watts, I'm showing you what's been marked</p> <p>14 as Defendant's Exhibit #4. Can you take a</p> <p>15 look at that and let me know when you're</p> <p>16 ready to answer some questions about that?</p> <p>17 (Witness reviews document)</p> <p>18 A. I'm ready.</p> <p>19 Q. What is Defendant's Exhibit #4?</p> <p>20 A. It's an Associate Handbook Acknowledgment</p> <p>21 Form.</p> <p>22 Q. Okay. Who signed this Associate Handbook</p> <p>23 Acknowledgment Form?</p>	<p style="text-align: right;">Page 121</p> <p>1 Q. Read the first sentence of the first</p> <p>2 paragraph.</p> <p>3 A. I have received a copy of Hospitality</p> <p>4 Ventures Associate Handbook.</p> <p>5 Q. And it says that in the very first sentence</p> <p>6 of the very first page, and you went ahead</p> <p>7 and signed this?</p> <p>8 A. Correct.</p> <p>9 Q. Was that true?</p> <p>10 A. That I had received the handbook?</p> <p>11 Q. Yeah.</p> <p>12 A. No. No.</p> <p>13 Q. Why did you sign this?</p> <p>14 A. Because if you'll note that Jeanie</p> <p>15 Antonello -- of course, she did not date it</p> <p>16 either, but she was not employed until</p> <p>17 October. And in the middle of that time, we</p> <p>18 were in the middle of QA inspections, which</p> <p>19 is quality assurance. And that is a very</p> <p>20 stressful and hectic time at a hotel. We're</p> <p>21 trying to meet all of the Marriott standards</p> <p>22 and for the investors and, you know, all the</p> <p>23 requirements. And Todd made Jeanie go around</p>

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1 and make everyone sign these and that she was
 2 having handbooks printed. And it was under
 3 the understanding that -- I mean the guy was
 4 in the hotel to do the QA, and they were
 5 going around making people sign the forms.
 6 And she said that they would get me --
 7 they were having them printed at Kinko's and
 8 they would have me a handbook by the end of
 9 the day.
 10 Q. So you didn't have a handbook when you signed
 11 this?
 12 A. Correct.
 13 Q. How did you get this one page?
 14 A. She made copies of it and was walking around
 15 handing it to employees. She had a checklist
 16 of employees that -- we had so many things
 17 that had to be in the employee file. And if
 18 it was missing from your file -- and then she
 19 would tell you your hire date, and you had to
 20 date it for that day.
 21 Q. So not only did you sign something that
 22 wasn't true --
 23 A. Correct.

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1 Q. -- according to you, but you also signed
 2 something and dated it on a date that wasn't
 3 correct?
 4 A. I was forced to date it.
 5 Q. You were forced to date it?
 6 A. Yeah.
 7 Q. Could you have refused to sign this?
 8 A. Not by my conversation with her.
 9 Q. With who?
 10 A. With Jeanie Antonello.
 11 Q. What was Jeanie Antonello's position with the
 12 company?
 13 A. At first, she was hired as a -- I'm not sure
 14 of the exact term, but a greeter at a social
 15 that we had. But later, Todd Epplin, who was
 16 the general manager, put her into management
 17 duties. She was doing banking and deposits
 18 and kind of almost like a filling in for a
 19 general manager position -- assistant general
 20 manager position which was not filled at the
 21 time.
 22 Q. Now, earlier today you told me that you
 23 reported to Roger Miller.

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1 A. Correct.
 2 Q. And you reported to Todd Epplin sometimes?
 3 A. When he was there and available.
 4 Q. Could Jeanie Antonello have fired you?
 5 A. I don't know. I don't know all the authority
 6 that Todd gave her, but --
 7 Q. What I'm trying to understand is how were you
 8 forced to sign this and forced to date this
 9 on another date?
 10 A. She came around and said, you know, Todd said
 11 everybody had to sign this, that we have to
 12 have it in the file for our QA inspection.
 13 Q. Okay.
 14 A. And understand that the -- again, the stress
 15 of the -- what everybody was running around
 16 going through to get the hotel ready that
 17 day. It was a very stressful day. And I did
 18 just sign it.
 19 Q. So even though you never received a copy of
 20 this handbook, you just went ahead and signed
 21 it anyway --
 22 A. Correct.
 23 Q. -- saying that you had received a copy?

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1 A. Correct. Correct.
 2 Q. All right. Did you ever read this
 3 Defendant's Exhibit #4 before you signed it?
 4 A. No.
 5 Q. You just went ahead and signed it?
 6 A. Again, understanding that what -- you know, I
 7 had a pile of stuff I was doing, and there
 8 was just so much chaos going on. And yes, I
 9 did. I just signed it. Because she verbally
 10 sat right there and, you know, Todd is two
 11 steps behind her saying we're getting those
 12 printed. So --
 13 MR. FELLNER: Let's go ahead and get
 14 this marked as well. I think
 15 we're up to #5.
 16 Q. Ms. Watts, this is Defendant's Exhibit #5.
 17 Go ahead and take a look at this and let me
 18 know when you're ready to answer questions
 19 about that.
 20 A. Is it the same thing? Can I look at the
 21 other one, too? I mean --
 22 Q. Sure. Yeah. It's right here.
 23 (Witness reviews document)

<p style="text-align: right;">Page 126</p> <p>1 A. Okay.</p> <p>2 Q. You ready to answer questions?</p> <p>3 A. Sure.</p> <p>4 Q. Okay. Ms. Watts, what I handed you as</p> <p>5 Defendant's Exhibit #5 is a copy of the</p> <p>6 handbook that has been in use at the</p> <p>7 Fairfield Inn. I'll tell you that. Did you</p> <p>8 notice on the cover page that the two cover</p> <p>9 pages are different?</p> <p>10 A. Yes.</p> <p>11 Q. Okay. What's different about the two cover</p> <p>12 pages?</p> <p>13 A. This one says Hospitality Ventures, LLC.</p> <p>14 This one says Hospitality Ventures Management</p> <p>15 and Company.</p> <p>16 Q. And the one that says Hospitality Ventures,</p> <p>17 LLC, is the one that you were supposedly</p> <p>18 handed after you claim to be terminated in</p> <p>19 November of 2005, correct?</p> <p>20 A. Right.</p> <p>21 Q. Did you ever receive a copy of Defendant's</p> <p>22 Exhibit #5 before?</p> <p>23 A. No, not that I remember.</p>	<p style="text-align: right;">Page 128</p> <p>1 the first page is page 83.</p> <p>2 A. Correct.</p> <p>3 Q. And the last page is labeled 128?</p> <p>4 A. And also 45. I don't know.</p> <p>5 Q. Right. Right. I'm talking about just where</p> <p>6 it says MV --</p> <p>7 A. Correct.</p> <p>8 Q. -- and then a number after that. So this</p> <p>9 document, on my math, would be 45 pages,</p> <p>10 right?</p> <p>11 A. Correct.</p> <p>12 Q. And this one is labeled 45 as the page number</p> <p>13 in the bottom right-hand corner, right?</p> <p>14 A. Right.</p> <p>15 Q. Okay. And the document that you signed as</p> <p>16 Defendant's Exhibit #4 also has a 45 in the</p> <p>17 bottom right-hand corner, right?</p> <p>18 A. Correct.</p> <p>19 Q. So, is it more likely than not that</p> <p>20 Defendant's Exhibit #4 came from a document</p> <p>21 that was similar -- more similar to</p> <p>22 Defendant's Exhibit #5 than Defendant's</p> <p>23 Exhibit #3?</p>
<p style="text-align: right;">Page 127</p> <p>1 Q. Okay. Could you turn to the last page in</p> <p>2 Defendant's Exhibit #3? Does that look like</p> <p>3 the same thing that you signed --</p> <p>4 A. Yes.</p> <p>5 Q. -- as Defendant's Exhibit #4?</p> <p>6 A. Yes.</p> <p>7 Q. Okay. Could you turn to the last page?</p> <p>8 A. Except the page, I don't -- can't tell the</p> <p>9 page numbers are the same, but --</p> <p>10 Q. Oh, that's a good point. Well, let's take a</p> <p>11 look at it. Well, let's see. For</p> <p>12 Defendant's Exhibit #3, the one that you</p> <p>13 claim to be given in November 2005, the first</p> <p>14 page of that is page 170, right? The first</p> <p>15 page of that one?</p> <p>16 MS. DUNCAN: Yeah.</p> <p>17 Q. Witness? The first page is 170, right?</p> <p>18 A. Yes.</p> <p>19 Q. And the last page is page 197, right?</p> <p>20 A. Yes.</p> <p>21 Q. By my math, that's 27 pages, right?</p> <p>22 A. Yes.</p> <p>23 Q. Okay. If you look at Defendant's Exhibit #5,</p>	<p style="text-align: right;">Page 129</p> <p>1 A. I don't understand the question.</p> <p>2 Q. Well, this came as page 45.</p> <p>3 A. Okay.</p> <p>4 Q. Right?</p> <p>5 A. Yes.</p> <p>6 Q. And the document that you provided -- the</p> <p>7 handbook that you provided only has 27 pages.</p> <p>8 A. Like I said, I don't know. I mean, I wasn't</p> <p>9 in charge of printing them or distributing</p> <p>10 or -- that's just what was handed to me.</p> <p>11 Q. Okay. How would you rate your performance at</p> <p>12 Fairfield Inn?</p> <p>13 A. In what terms?</p> <p>14 Q. How would you rate it if you were going to</p> <p>15 rate it?</p> <p>16 A. If I was to rate it?</p> <p>17 Q. Sure.</p> <p>18 A. Personally myself, I would say I was an</p> <p>19 extremely aggressive and dependable,</p> <p>20 flexible, meet and succeeded all of my sales</p> <p>21 goals. And I felt like I was a very good</p> <p>22 employee.</p> <p>23 Q. If we wanted to -- if you wanted to evaluate</p>

<p style="text-align: right;">Page 130</p> <p>1 your performance based on any kind of data, 2 what kind of data would you look at? 3 A. Talking about the booked business that I 4 brought in, the revenue that I brought in, 5 the rapport that I built with clientele, the 6 relationship that I had with the staff. 7 Q. Anything else? 8 A. Can you repeat the question again? 9 Q. Sure. If you wanted to look at any kind of 10 data to try to figure out -- to assess your 11 performance at Fairfield Inn, what would you 12 look at? 13 A. Letters from the company that I had received, 14 from the president or the owner of 15 Hospitality Ventures. Roger sent weekly 16 updates showing sales increase and kudos and 17 praise and congratulations. Todd did a lot 18 of verbal, Good job, way to go, keep it up. 19 Q. Anything else? 20 A. No. 21 Q. Okay. Why did you file this lawsuit? 22 A. Because I truly feel that as a professional, 23 the experience that I had within the sales</p>	<p style="text-align: right;">Page 132</p> <p>1 A. Not allowing me to come back to work to prove 2 that I could balance my children being in 3 child care, to me being able to be a working 4 mother, to me being able to be a 5 professional. That right was taken away from 6 me by them, especially with a company that I 7 felt so connected to. Again, I had worked so 8 hard over the year. And the records will 9 show my success and documentations of what I 10 had done for that hotel. 11 Q. Is there anything else that Fairfield Inn did 12 that was wrong? 13 A. No. Well, not providing me a handbook. 14 Q. Anything else? 15 A. Of course, with any company, sometimes 16 there's communication problems. As with 17 Todd, there was times where he wasn't 18 available, you know. So I feel that -- I'm a 19 big communicator and communication. So I 20 feel that through Fairfield Inn, that 21 communication kind of failed me. 22 Q. Anything else? 23 A. No.</p>
<p style="text-align: right;">Page 131</p> <p>1 hotel industry, the relationships that I had 2 already built, that I could be a working 3 mother. I felt that it was -- it is my right 4 to be able to work and help the company be 5 successful. And that was what I was in for 6 it to do. Even through my maternity leave, 7 when I was supposed to laying at home 8 recovering from having a baby, I had 9 Fairfield Inn on my mind; and that was to 10 make the hotel as successful as it could be 11 and to be -- again, to be a working 12 professional, a working mother that can 13 balance work life, family life, you know, my 14 social life. 15 You know, that was my goal. I did it 16 with one child, and we had planned for the 17 second child. We had planned to do the same 18 thing, to be able to -- to work and have that 19 balance. 20 Q. Any other reasons? 21 A. No. 22 Q. What did you think that Fairfield Inn did 23 that was wrong?</p>	<p style="text-align: right;">Page 133</p> <p>1 Q. All right. What claims are you asserting in 2 this lawsuit? 3 MS. DUNCAN: I object. That's a legal 4 question. She's not a legal 5 person. 6 A. I don't understand. 7 Q. What are you suing the company about? 8 A. My loss of income that I have sustained over 9 the two years. 10 Q. Okay. I'm not talking about damages just 11 yet. 12 A. Okay. Well, then, I don't understand the 13 question, then. 14 Q. That's fine. If you don't understand the 15 question, that's perfectly fine. Just let me 16 know. 17 A. Okay. I misunderstood that. I'm sorry. 18 Q. Sure. You're suing the company saying they 19 did something wrong. 20 A. Uh-huh. 21 Q. And you're accusing them of doing certain 22 things. Do you have any idea what you're 23 accusing the company of doing?</p>

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1 A. Of falsely terminating me.
 2 Q. Falsely terminating you?
 3 A. Yes.
 4 Q. Okay.
 5 A. It was my understanding that I was protected
 6 under FMLA. I truly believed that in the
 7 letter that I provided for my maternity
 8 leave. It was never contested. It was never
 9 told to me that I did not fall under FMLA,
 10 that I didn't -- that the company didn't fall
 11 under FMLA. That was never said to me in my
 12 letter. I never got any response. So I felt
 13 that I was protected. I -- to take -- I was
 14 willing to come back early if I was able; but
 15 I felt that I had that protection for 12
 16 weeks, you know, of maternity leave. And it
 17 was my intention to come back and to -- you
 18 know, to go right back into doing my job
 19 description.
 20 Q. Anything else?
 21 A. No.
 22 Q. Did you assert -- are you bringing any claims
 23 for sex discrimination against the company?

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1 MS. DUNCAN: Object to form.
 2 Q. You can answer the question.
 3 A. I don't understand what that means.
 4 Q. Did you accuse the company of discriminating
 5 against you on the basis of your sex or your
 6 pregnancy, for that matter?
 7 A. Yes.
 8 Q. Yes. Okay. Anything else? Any other claims
 9 against the company?
 10 A. No.
 11 Q. No. What about any claims for breach of
 12 contract? I'm asking you.
 13 A. I don't know.
 14 Q. You don't know? Okay. If I showed you a
 15 copy of the complaint, would it help you?
 16 A. Yes.
 17 Q. Okay. I'll be happy to.
 18 MR. FELLNER: Let's have this marked as
 19 #6.
 20 Q. There's a copy of the complaint. Take a look
 21 at this and let me know when you're ready to
 22 answer some questions about that.
 23 A. If I don't understand something, can I ask my

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1 attorney?
 2 Q. We'll see.
 3 (Witness reviews exhibit)
 4 A. Okay.
 5 Q. Okay. Before you reviewed Defendant's
 6 Exhibit #6, were you aware of what claims
 7 you're pursuing in this lawsuit?
 8 A. Yes.
 9 Q. Okay. Now I want to ask you again, are you
 10 pursuing a claim for sex discrimination
 11 against Fairfield Inn?
 12 A. Yes.
 13 Q. And you're pursuing a claim for violation of
 14 the Family Medical Leave Act against
 15 Fairfield Inn?
 16 A. Correct.
 17 Q. And you're pursuing a claim for breach of
 18 contract; is that right?
 19 THE WITNESS: I don't understand that.
 20 A. Are you talking about my working agreement?
 21 THE WITNESS: Is that what he's talking
 22 about?
 23 Q. Oh, I don't know. You can just read that.

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1 It's pretty self-explanatory.
 2 A. Okay. Let me read this again.
 3 (Brief pause)
 4 Q. Okay. Are you pursuing some claim for breach
 5 of contract against Fairfield Inn?
 6 A. Yes.
 7 Q. Let's start with the sex discrimination
 8 claim. Who do you think at the Fairfield Inn
 9 discriminated against you on the basis of
 10 your sex?
 11 A. Tammy.
 12 Q. Tammy Dominguez? Anyone else?
 13 A. No.
 14 Q. I'm sorry?
 15 A. No.
 16 Q. Okay. And with respect to the violation of
 17 the Family Medical Leave Act, who do you
 18 think violated the Family Medical Leave Act
 19 on behalf of the Fairfield Inn?
 20 A. Todd Epplin, Roger Miller, and the company.
 21 Q. Who is the company? I want to know who the
 22 people are.
 23 A. Hospitality Ventures, Fairfield Inn.

<p style="text-align: right;">Page 138</p> <p>1 Q. No, no, no, no, no. No, no, no. Company can 2 only act through people. Give me the names 3 of the people. 4 A. I did. 5 Q. So Todd Epplin and Roger Miller? 6 A. Correct. 7 Q. Anybody else? 8 A. No. 9 Q. Okay. Now, this breach of contract, who is 10 it that breached this contract with you? 11 A. Tammy Dominguez. 12 Q. Okay. 13 A. Roger Miller. 14 Q. Is this also breach the contract? 15 A. Yes. 16 Q. Okay. Anyone else? 17 A. No. 18 Q. And just to make sure I have it clear, for 19 your claim of sex discrimination, you think 20 that the only person who discriminated 21 against you on the basis of your sex was 22 Tammy Dominguez, right? 23 A. Yes.</p>	<p style="text-align: right;">Page 140</p> <p>1 people you were asking me who on breach of 2 contract again. 3 Q. Yeah. You claim that somebody at Fairfield 4 Inn breached the contract with you? 5 A. Correct. 6 Q. Who was it that breached the contract with 7 you? 8 A. Roger and Tammy. 9 Q. Anybody else? 10 A. No. 11 Q. While we're on the topic of this contract, 12 what was this contract? 13 A. My employment with them. 14 Q. But what was the contract? 15 THE WITNESS: I don't understand what 16 he's talking about, contract. 17 Q. What agreement did you have? 18 MS. DUNCAN: Just read the section. 19 THE WITNESS: Read this? 20 MS. DUNCAN: Uh-huh. 21 (Brief pause) 22 A. A contract of my employment. 23 Q. Okay. What were the terms of that contract?</p>
<p style="text-align: right;">Page 139</p> <p>1 Q. Okay. And for your violation of the Family 2 Medical Leave Act claim, you think that the 3 only people at Fairfield Inn who violated the 4 Family Medical Leave Act were Todd Epplin and 5 Roger Miller? 6 A. And Tammy Dominguez. 7 Q. And Tammy Dominguez. Anybody else? 8 A. No. 9 Q. For your breach of contract claim, the only 10 people who breached a contract with you on 11 behalf of the Fairfield Inn were Tammy 12 Dominguez and Roger Miller, correct? 13 A. Repeat that question again. 14 Q. Sure. You have a breach of contract claim in 15 this case, right? 16 A. Correct. 17 Q. And I want to know who at the Fairfield Inn 18 breached this contract with you. 19 A. Okay. Explain to me what you mean by breach 20 of contract. 21 Q. Well, it's your claim. You tell me. What 22 contract did you have? 23 A. Okay. Go back to your question about the</p>	<p style="text-align: right;">Page 141</p> <p>1 I'm sorry? 2 A. I said I just feel confused. I'm just trying 3 to understand exactly what you're asking me. 4 Q. Absolutely. If I can, I will try to help to 5 clarify with you. What was the contract of 6 your employment? What I'm trying to get is, 7 what are the terms and conditions -- what 8 were the terms of this contract? 9 A. That I had a job working for them. 10 Q. Okay. For how long? 11 A. There was no date on it. 12 Q. No duration? 13 A. Not that I recall. 14 Q. And what were you supposed to get as part of 15 this contract? 16 A. Employment. 17 Q. Okay. And what? 18 A. Wages, compensation. 19 Q. Okay. Anything specific? 20 A. Can we take a break, please? 21 Q. No. I want to finish this line of 22 questioning first. 23 A. I just --</p>

<p style="text-align: right;">Page 142</p> <p>1 Q. I don't want you to get your answers from 2 your lawyer. 3 A. Could you repeat the question again, please? 4 Q. What I'm trying to understand is in your 5 complaint, in your allegations against the 6 company, your claims against the company, 7 you're saying that there was this contract 8 and that the company breached whatever 9 contract that was. What I'm just trying to 10 find out is, what was that contract about? 11 A. My FMLA leave. 12 Q. So it was for you to take FMLA leave? 13 A. Correct. I was asked to put something in 14 writing when I told them I was pregnant with 15 Todd Epplin, so I did. I put it in writing. 16 Q. All right. 17 A. Okay. I mis -- I thought you were talking 18 about my job description and contract. I'm 19 sorry for the confusion. 20 Q. All right. So you put something in writing 21 to Todd Epplin about your FMLA leave? 22 A. He asked me to. 23 Q. When was this?</p>	<p style="text-align: right;">Page 144</p> <p>1 contract? 2 A. No. 3 Q. Just that. And your discussion with Roger, 4 was that part of the contract? 5 A. Yes. 6 Q. What was the contract supposed to be? What 7 were you entitled to? What was the company 8 supposed to do; what were you supposed to do? 9 A. I was requesting my maternity leave for a max 10 of 12 weeks under FMLA. 11 Q. All right. What were you supposed to do in 12 order to get that contract? Were you 13 supposed to do anything for that contract? 14 A. What do you mean? 15 Q. I don't know. I'm trying to figure out what 16 were the terms of the contract again. You 17 were asking for maternity leave for up to 12 18 weeks? 19 A. Uh-huh. 20 Q. And in exchange for that, were you supposed 21 to do anything? Was the company supposed to 22 do anything? I'm just trying to understand 23 here.</p>
<p style="text-align: right;">Page 143</p> <p>1 A. In June. 2 Q. 2005? 3 A. Uh-huh. And I believe Roger and I verbally 4 talked about it, about my maternity leave, so 5 I did put everything in writing to them. 6 Q. So you verbally discussed your leave with 7 Roger Miller? 8 A. Uh-huh. 9 Q. And Todd Epplin asked you to put something in 10 writing to him? 11 A. Yes. 12 Q. What was it that you put in writing to him? 13 A. A letter. 14 Q. Just a letter saying what? 15 A. That I was requesting my maternity leave 16 under FMLA. 17 Q. All right. And you said that you had some 18 contract with Fairfield Inn about your 19 maternity leave. All right. I'm just trying 20 to understand, was that the contract, that 21 letter that you wrote to Todd? 22 A. Yes. 23 Q. Was there anything else that was part of this</p>	<p style="text-align: right;">Page 145</p> <p>1 A. As far as my job performance? 2 Q. As far as anything. 3 A. Repeat that question again. 4 Q. Sure. You were requesting maternity leave 5 for up to 12 weeks. 6 A. Correct. 7 Q. And that was part of the contract that you 8 were talking about? 9 A. Or the letter, yes. 10 Q. The letter. Okay. What else -- what was 11 supposed to happen in exchange for you 12 getting that leave? Anything? 13 A. Nothing. 14 Q. Nothing. 15 A. It was without pay. 16 Q. What was your understanding about whether 17 Todd had the authority to enter that kind of 18 contract with you? 19 A. He was the general manager. And he told me 20 that he and Roger had talked about it and 21 that it was understood that I could take the 22 12 weeks. 23 Q. Nobody ever told you that they had the</p>

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1 authority to enter into a contract with you
 2 about that, did they?
 3 A. I mean, he accepted it when I handed it to
 4 him. He never -- he nor Roger ever contested
 5 it. They never came back to me and said that
 6 this is unacceptable, we -- you know, we
 7 don't accept FMLA or whatever. They never
 8 came back and responded to my letter at all.
 9 Q. So they never told you, you couldn't take a
 10 leave?
 11 A. Correct.
 12 Q. Did they ever tell you that you had a
 13 contract?
 14 A. No.
 15 Q. And when I say -- when I was asking about
 16 whether they ever told you that you had a
 17 contract, I just want to be clear. They
 18 never told you that you had a contract that
 19 entitled you to take 12 weeks of leave?
 20 A. Yes. I mean, they told me that I could take
 21 my 12 weeks.
 22 Q. That's a different question. Listen
 23 carefully.

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1 MS. DUNCAN: Object to the form.
 2 Q. Listen carefully to my question.
 3 A. Okay.
 4 Q. I understand you just said that they told you
 5 you could take 12 weeks of leave, correct?
 6 A. Correct.
 7 Q. Did they ever tell you that you had a
 8 contract that entitled you to take 12 weeks
 9 of leave?
 10 A. Meaning did they sign something, too?
 11 Q. Anything. Did they sign something; did they
 12 tell you something?
 13 A. No. There were some e-mails from Roger
 14 agreeing, you know, to that return from
 15 maternity leave and that kind of thing.
 16 Q. About your return date?
 17 A. Yes.
 18 Q. Okay. You just mentioned that there were
 19 some e-mails about your maternity leave?
 20 A. Uh-huh.
 21 Q. Other than those e-mails, was there -- and
 22 you mentioned a letter before, as well, that
 23 you gave to Todd.

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1 A. Yes, that I gave to Todd.
 2 Q. Was there anything else in writing about your
 3 maternity leave?
 4 A. Besides just the communication back from
 5 Roger and I about the plan of taking
 6 maternity leave.
 7 Q. Was that all in e-mail?
 8 A. Yes.
 9 Q. Anything other than the e-mails and the
 10 letter that you mentioned to Todd? Were
 11 there any other things in writing about your
 12 maternity leave?
 13 A. No.
 14 Q. All right. Are there any other witnesses or
 15 other people who know about this contract?
 16 You mentioned Todd so far and Roger Miller.
 17 Is there anybody else who knows about this
 18 contract?
 19 A. Jeannie was there during the time, so I don't
 20 know if she knew about it.
 21 Q. Jeannie?
 22 A. Antonello.
 23 Q. Okay.

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1 A. I don't know if I pronounced that correctly.
 2 I mean she was there during that time.
 3 Q. But was she a part of the discussions or
 4 communications about this contract, as you
 5 call it?
 6 A. Not that I recall.
 7 Q. Was anybody else involved in the
 8 communications about this contract?
 9 A. Besides my intern, Tandi. She knew the
 10 stipulations of it, about the term of how
 11 long I would be gone.
 12 Q. Okay. Anybody else?
 13 A. No.
 14 Q. All right. Now, did Tandi -- was Tandi
 15 involved in the communications that explained
 16 what you were entitled to as far as this
 17 contract goes?
 18 A. No.
 19 Q. In order to get this 12 weeks of leave, the
 20 maternity leave that you were talking about,
 21 what were you required to do under the
 22 contract?
 23 A. I wasn't required; I was asked.

<p style="text-align: right;">Page 150</p> <p>1 Q. Yeah.</p> <p>2 A. So Roger had asked me about that they were</p> <p>3 willing to pay me seven hours a week and that</p> <p>4 I, of course, agreed upon it, thought it was</p> <p>5 a wonderful idea, that I could work directly</p> <p>6 with the intern and the hotel and Roger and</p> <p>7 Todd during my leave, again, to keep the</p> <p>8 sales where it was.</p> <p>9 Q. What did this contract say about how long</p> <p>10 your employment at Fairfield Inn was supposed</p> <p>11 to last?</p> <p>12 A. My employment was supposed to last?</p> <p>13 Q. Yeah.</p> <p>14 A. It doesn't state the term of my employment.</p> <p>15 Q. Okay. Did the contract allow you to quit</p> <p>16 working at Fairfield Inn the next day?</p> <p>17 A. I don't understand your question.</p> <p>18 Q. Well, you had a contract about your maternity</p> <p>19 leave, right?</p> <p>20 A. Correct.</p> <p>21 Q. Could you have quit the very next day after</p> <p>22 you entered that contract with Fairfield</p> <p>23 Inn?</p>	<p style="text-align: right;">Page 152</p> <p>1 your complaint that says that the Fairfield</p> <p>2 Inn breached a contract with you about your</p> <p>3 maternity leave.</p> <p>4 A. Correct.</p> <p>5 Q. I'm trying to understand what that contract</p> <p>6 is and what it's based upon. You said it's</p> <p>7 based upon --</p> <p>8 A. It's based upon --</p> <p>9 Q. -- a letter.</p> <p>10 A. -- the letter.</p> <p>11 Q. And anything else?</p> <p>12 A. No.</p> <p>13 Q. So that's why I keep calling it a contract.</p> <p>14 You said that the letter was the contract.</p> <p>15 A. But then one minute you're saying letter. I</p> <p>16 just want to make sure that the letter and</p> <p>17 the contract you're referring to is the same</p> <p>18 thing.</p> <p>19 Q. Okay. That's fair.</p> <p>20 A. Okay.</p> <p>21 Q. Yes. When I say contract, I'm talking about</p> <p>22 the letter that you gave to Todd Epplin about</p> <p>23 you taking maternity leave.</p>
<p style="text-align: right;">Page 151</p> <p>1 A. I don't know.</p> <p>2 Q. You don't know?</p> <p>3 A. Are you talking about after the maternity</p> <p>4 leave?</p> <p>5 Q. No. I'm talking about you sent Todd this</p> <p>6 letter, right?</p> <p>7 A. Correct.</p> <p>8 Q. And that's when you had your contract with</p> <p>9 the Fairfield Inn about you taking this</p> <p>10 maternity leave, right?</p> <p>11 A. I guess you're throwing me off by using the</p> <p>12 word "contract."</p> <p>13 Q. Okay.</p> <p>14 A. Because one minute you're saying it's a</p> <p>15 contract; the next minute you're saying it's</p> <p>16 a letter. So can you please tell me which</p> <p>17 one you're talking about?</p> <p>18 Q. Sure. Well, you said that the letter was the</p> <p>19 contract.</p> <p>20 A. You said contract. I don't believe I --</p> <p>21 Q. Okay.</p> <p>22 A. I referred to it as a letter.</p> <p>23 Q. I want to be clear. You've got a claim in</p>	<p style="text-align: right;">Page 153</p> <p>1 A. And I guess what I -- besides the breach of</p> <p>2 contract, there was a job description signed</p> <p>3 that -- I look at that as a contract, so</p> <p>4 that's where some of the confusion is. So I</p> <p>5 do apologize. So we're just strictly talking</p> <p>6 about -- not my job description contract,</p> <p>7 we're talking about the FMLA right now,</p> <p>8 correct?</p> <p>9 Q. Correct.</p> <p>10 A. Okay.</p> <p>11 Q. I appreciate you clarifying that for me. The</p> <p>12 contract that we're talking about, the one</p> <p>13 where you sent to Todd about your taking</p> <p>14 maternity leave.</p> <p>15 A. Correct.</p> <p>16 Q. Did that contract allow you to quit working</p> <p>17 at the Fairfield Inn the very next day?</p> <p>18 A. Did it allow me to?</p> <p>19 Q. Sure. Could you have?</p> <p>20 A. If I went into labor.</p> <p>21 Q. Could you have quit the very next day?</p> <p>22 A. Yes.</p> <p>23 Q. Could you have quit the next week?</p>

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1 A. Yes.
 2 Q. Could you have quit the next month?
 3 A. Yes.
 4 Q. Could you have quit right before you gave
 5 birth to Tanner August of 2005?
 6 A. Yes, but that wasn't my -- yes, but that was
 7 not my intention.
 8 Q. Could you have quit while you were on leave?
 9 A. Yes, I could have.
 10 Q. Did the contract allow the Fairfield Inn to
 11 terminate your employment the very next day?
 12 A. I don't understand.
 13 Q. Could they have terminated your employment
 14 the very next day?
 15 A. If they wanted to.
 16 Q. What about the next week?
 17 A. I guess so.
 18 Q. The next month?
 19 A. I guess so. But, again, since they did not
 20 contest to it or respond to it in any way, I
 21 felt that I was protected by it. And the
 22 e-mails --
 23 Q. Did you -- I'm sorry. Go ahead.

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1 A. I was just saying that the e-mails show
 2 Roger's communication with me about, you
 3 know, it's our goal to get you back; we want
 4 you to take six to eight weeks, enjoy your
 5 family. You know, it was -- so it was my
 6 understanding in the e-mails and my letter
 7 that that was a form of contract for my
 8 employment. I felt that I had that security
 9 there.
 10 Q. What would you have done if Fairfield Inn had
 11 said that you can't take leave?
 12 A. That I couldn't take leave to have a baby?
 13 Q. Yeah.
 14 A. Then I wouldn't have had a choice.
 15 Q. What do you mean you wouldn't have had a
 16 choice?
 17 A. I mean, I would have had the baby. I mean,
 18 you know, you -- you know, I would have --
 19 you know, if they would have told me, I would
 20 have -- I don't know.
 21 MS. DUNCAN: Object. It calls for
 22 speculation not relevant to the
 23 facts.

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1 Q. Did you do anything different that you
 2 otherwise would not have done based upon
 3 your -- based upon this letter that you gave
 4 to Todd?
 5 A. Would I have done it differently?
 6 Q. No. Did you do anything different?
 7 A. No. If you can explain different. What do
 8 you mean?
 9 Q. Well, did you do anything that you otherwise
 10 would not have done based upon your
 11 communications with the company about you
 12 taking maternity leave?
 13 A. No.
 14 Q. All right. Let's back up. We talked
 15 previously about a claim for sex
 16 discrimination. And I just wanted to get an
 17 idea from you. Are there any non-pregnant
 18 employees that you believe were treated more
 19 favorably than you?
 20 A. In what terms are you speaking?
 21 Q. Any terms.
 22 A. No.
 23 Q. Okay. Are there any male employees you

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1 believe were treated more favorably than you?
 2 A. There were no male employees besides Todd.
 3 Q. So I guess the answer there is no.
 4 A. Correct.
 5 Q. Okay. Do you know how many employees were
 6 employed at the Fairfield Inn during each
 7 week in 2004?
 8 A. Each week?
 9 Q. Yes.
 10 A. I wasn't in charge of operations. I can give
 11 a general idea.
 12 Q. If you gave that general idea, would it just
 13 be guessing?
 14 A. Yes.
 15 Q. Go ahead and guess, but --
 16 A. Because it's on shifts. I mean, again, I'm
 17 not -- I wasn't in charge of scheduling, and
 18 my schedule had nothing to do with their
 19 schedule. It's two different departments.
 20 Q. So you really didn't know how many employees
 21 were working at the Fairfield Inn in 2004?
 22 A. I can give you an estimate.
 23 Q. Okay. What is that estimate? Each week, I

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1 mean. How many employees were working each
 2 week?
 3 A. I'm thinking.
 4 Q. Okay.
 5 (Brief pause)
 6 A. 25.
 7 MS. DUNCAN: I object to the question.
 8 A. I have no idea.
 9 MS. DUNCAN: You're still fishing for
 10 speculative answers. She's
 11 already said she wasn't in charge
 12 of operations and didn't have
 13 access to that information. I
 14 move to strike any answer that she
 15 gives.
 16 Q. Do you know how many employees -- do you know
 17 how many employees were employed at the
 18 Fairfield Inn each week during 2005?
 19 A. No.
 20 Q. During 2004, did the Fairfield Inn have any
 21 employees -- hold on. Back up. During 2004,
 22 did either Hospitality Ventures, Montgomery
 23 Ventures, or Fairfield Inn employ anyone to

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1 work anywhere within 75 miles of the
 2 Fairfield Inn other than at the Fairfield
 3 Inn?
 4 A. Again, I wasn't in charge of operations. I
 5 wouldn't know.
 6 Q. Same question for 2005. During -- hold on.
 7 Just let me ask the question.
 8 A. Go ahead. Sure.
 9 Q. During 2005, did either Hospitality Ventures,
 10 Montgomery Ventures, or the Fairfield Inn --
 11 did any of them employ anyone to work
 12 anywhere within 75 miles of the Fairfield Inn
 13 who did not work at the Fairfield Inn?
 14 A. Again, I did not work in operations and I did
 15 not know.
 16 Q. Okay. Why do you think you should have been
 17 eligible for leave under the Family Medical
 18 Leave Act?
 19 A. Because, again, I was asked to put my leave
 20 in writing. And through the discussion with
 21 Todd, it was never contested, it was never,
 22 you know, said that we don't do this or this
 23 isn't our policy. He never showed me or gave

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1 me any other reason not to believe that I was
 2 under FMLA.
 3 Q. Any other reasons?
 4 A. Repeat the question one more time.
 5 Q. Sure. Why do you think you should have been
 6 eligible for leave from Fairfield Inn under
 7 the Family Medical Leave Act?
 8 A. I had a child under Marriott before and
 9 under -- you know, I really just felt that it
 10 was an -- again, through our conversation
 11 with Todd, I felt that I was given that FMLA
 12 right.
 13 Q. Okay. When you had your child --
 14 A. First child.
 15 Q. -- first child, you were working for Marriott
 16 International?
 17 A. Correct.
 18 Q. And that's a different employer than you had
 19 when you had your second child, right?
 20 A. Correct.
 21 Q. Okay. So why did you think that having the
 22 one child while you were employed by Marriott
 23 International should be relevant to whether

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1 you were entitled to leave at a different
 2 employer?
 3 A. Well, it wasn't just Marriott -- excuse me --
 4 Marriott International. I mean, it was
 5 Residence Inn, Courtyard, and Fairfield Inn.
 6 You know, so it was that company together.
 7 So again --
 8 Q. You understand this is a different company,
 9 right?
 10 A. Yes.
 11 Q. Okay. So I'm just wondering why the one is
 12 related to the other.
 13 A. Just a feeling. And, again, it was never
 14 told to me otherwise.
 15 Q. Have you told me every reason that you think
 16 you should have been eligible for leave from
 17 the Fairfield Inn under the Family Medical
 18 Leave Act?
 19 A. Yes, sir. Can I take a break now?
 20 Q. Sure.
 21 A. Thank you.
 22 (Brief recess)
 23 Q. Ms. Watts, we've discussed this breach of

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1 contract claim. We've discussed this Family
 2 Medical Leave Act claim. We've discussed
 3 this discrimination claim. Other than those
 4 that we've discussed, do you have any other
 5 claims against the Fairfield Inn as you sit
 6 here today?
 7 A. No.
 8 Q. Why did you sue Hospitality Ventures, LLC?
 9 A. Because they were my employer, too.
 10 Q. What made you think that it was Hospitality
 11 Ventures, LLC, that was your employer?
 12 A. Based on the -- who I was reporting to. My
 13 pay stub also says it on the top of it.
 14 Q. It does?
 15 A. It says HV.
 16 Q. Do you have a copy of your pay stub?
 17 A. I believe so. I think it says HV Investors.
 18 And it says it on the handbook.
 19 Q. The one that you received after --
 20 A. Yes.
 21 MR. FELLNER: What is that?
 22 MS. DUNCAN: What?
 23 MR. FELLNER: That.

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1 MS. DUNCAN: That's the envelope that
 2 the pay stub came in.
 3 MR. FELLNER: How come that wasn't
 4 produced?
 5 MS. DUNCAN: I don't know. I thought
 6 it was.
 7 THE WITNESS: I think we did.
 8 MS. DUNCAN: I think you got it.
 9 MR. FELLNER: I don't think so.
 10 MS. DUNCAN: Well, do you have this
 11 one?
 12 MR. FELLNER: That, I have. That, I
 13 produced to you.
 14 A. And then in my job description, it does say
 15 Fairfield Inn, slash, Hospitality Ventures.
 16 Q. Does it say Hospitality Ventures, LLC?
 17 A. I'd have to look at it to recall, but I know
 18 it says Hospitality Ventures.
 19 Q. We'll take a look at the job description in
 20 just a little bit.
 21 A. Sure.
 22 Q. So based upon -- the reason why you think
 23 that Hospitality Ventures, LLC, was your

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1 employer is based upon the pay stub, who you
 2 were reporting to, your job description.
 3 Anything else?
 4 A. And also who I was hired from.
 5 Q. And who you were hired by.
 6 A. Because I never interviewed locally. I was
 7 interviewed in Atlanta directly with
 8 Hospitality Ventures.
 9 Q. And I want to be more specific about it.
 10 Okay. Anything else, though?
 11 A. No.
 12 Q. Now I want to be more specific about it. I
 13 understand that all that stuff led you to
 14 believe that Hospitality Ventures was your
 15 employer, but I want to focus on this because
 16 it's important in this case. You have sued
 17 Hospitality Ventures, comma, LLC, a limited
 18 liability company. What I want to focus on
 19 is why you think that Hospitality Ventures,
 20 LLC, was the entity that employed you or the
 21 entity that should be liable for whatever
 22 things you're accusing them of.
 23 MS. DUNCAN: Object to form. Calls for

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1 a legal conclusion.
 2 Q. I'm just asking what facts lead you to that
 3 conclusion. That's all.
 4 A. I don't know.
 5 Q. So other than your pay stub, who you reported
 6 to, and your job description and who hired
 7 you, we don't know anything?
 8 A. Correct.
 9 Q. Okay.
 10 MR. FELLNER: Do you have that pay stub
 11 thing? Can I take a look at that
 12 for a second?
 13 Thank you. What I would
 14 like to do is go ahead and get a
 15 copy of this so I can use it in
 16 the case.
 17 MS. DUNCAN: Sure.
 18 MR. FELLNER: We'll do it in a few
 19 minutes. All right?
 20 Q. Beginning in August of 2005, what were your
 21 child care arrangements for your daughter,
 22 Taylor?
 23 A. Taylor?

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1 Q. Yes.
 2 A. She went to Taylor Road Baptist Church.
 3 Q. How many days a week?
 4 A. Four.
 5 Q. From what time until what time?
 6 A. 7:30 to 2:30.
 7 Q. Which days?
 8 A. Monday through Thursday.
 9 Q. Okay. And how long did that continue for?
 10 A. She just completed this year in May.
 11 Q. So she's been there this whole time?
 12 A. Sure.
 13 Q. So ever since August of 2005, she's been
 14 going to -- Taylor, your daughter, has been
 15 going to Taylor Road Baptist Church four days
 16 a week, Monday through Thursday, 7:30 to
 17 2:30.
 18 A. Uh-huh.
 19 Q. And that's never changed.
 20 A. No. No.
 21 Q. When did you say she completed? I'm sorry.
 22 A. Actually, she finished in April of this year,
 23 the K-4 program.

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1 Q. Let's talk about Tanner. Beginning in August
 2 of 2005, what were your child care
 3 arrangements for Tanner?
 4 A. He was to also attend Taylor Road Baptist
 5 Church.
 6 Q. When was he supposed to begin?
 7 A. Not until October.
 8 Q. October '05?
 9 A. Correct.
 10 Q. How many days a week was Tanner supposed to
 11 go to Taylor Road Baptist Church?
 12 A. The same.
 13 Q. Four days a week?
 14 A. Correct.
 15 Q. Monday through Thursday?
 16 A. Correct.
 17 Q. What time?
 18 A. Same times.
 19 Q. 7:30 a.m. to 2:30 p.m.?
 20 A. Correct.
 21 Q. When did he begin going to Taylor Road
 22 Baptist Church for day care?
 23 A. In October.

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1 Q. Do you remember what date?
 2 A. I do not.
 3 Q. Was it early October? Later October? Do you
 4 have any idea?
 5 A. I would probably say mid October, but I
 6 can --
 7 Q. Did that arrangement ever change?
 8 A. When he started in October, he only went one
 9 day a week because he was still so young; but
 10 I had to take that spot to guarantee him to
 11 be able to have the four day starting when I
 12 went back to work in November.
 13 Q. So for the month of October --
 14 A. Yeah.
 15 Q. -- to the extent that he went to day care in
 16 October --
 17 A. Correct.
 18 Q. -- he only went one day a week?
 19 A. Yes. I want to make sure I understood that
 20 question. Would you ask it again?
 21 Q. In October 2005, Tanner went to day care at
 22 Taylor Road Baptist Church?
 23 A. Yes.

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1 Q. How many days a week did he go?
 2 A. One.
 3 Q. Do you remember what day?
 4 A. No, I don't.
 5 Q. Do you remember what time he went on that one
 6 day?
 7 A. The same time.
 8 Q. 7:30 to 2:30?
 9 A. Uh-huh.
 10 Q. And that's 7:30 a.m. to 2:30 p.m., right?
 11 A. Correct.
 12 Q. When did it -- did his hours and days at
 13 Taylor Road Baptist Church ever increase?
 14 A. It did as they had openings on the day that
 15 he -- on any of those four days, if they
 16 called and said they had an opening Monday,
 17 Wednesday or Tuesday, Thursday. It increased
 18 as the openings came available.
 19 Q. When did that increase?
 20 A. Towards the end of October, but I was
 21 guaranteed the spot for my return to go back
 22 to work in November. I was guaranteed the
 23 four days the full time that they were open.

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1 Q. When were you guaranteed that spot in
2 November?
3 A. November 9th.
4 Q. So starting November 9, 2005, you were
5 guaranteed to have --
6 A. On my first day back to work, that he would
7 have day care.
8 Q. That Tanner would be going to day care four
9 days a week, Monday through Thursday --
10 A. Uh-huh.
11 Q. -- from 7:30 a.m. to 2:30 p.m.?
12 A. Correct.
13 Q. After 2:30 p.m. on Monday through Thursday,
14 who would care for your children?
15 A. My grandmother or my father.
16 Q. Every day?
17 A. Not every day. Again, my hours at the hotel
18 were based, of course, on the needs of the
19 hotel. And some days I did finish at two,
20 and I would take them that day. But I then
21 may have to return at 5:30 if we had a group
22 coming in. Or if I knew I had to work on a
23 Saturday or Sunday, then I adjusted my time

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1 accordingly with Todd Epplin. He never
2 had -- had a problem, you know, if I came in
3 later that morning to be able to work late
4 that night.
5 But no matter the lapse of time, there
6 was -- their child care was taken care of.
7 Q. Okay. But I'm just trying to understand. So
8 your grandmother -- it was your grandmother,
9 right?
10 A. Correct.
11 Q. Your grandmother -- and I think we have her
12 name, but what --
13 A. Frances Taylor.
14 Q. Frances Taylor.
15 A. Yes.
16 Q. Where does she live?
17 A. Here in Montgomery.
18 Q. Where?
19 A. Green Ridge.
20 Q. What's Green Ridge?
21 A. A drive.
22 Q. Green Ridge Drive?
23 A. Yes, ma'am -- I mean -- excuse me. Yes, sir.

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1 Q. Do you know what her address is?
2 A. Uh-huh. 930 -- I believe it's 939 or 932,
3 but I can verify that for you.
4 Q. 939 or 932?
5 A. Let me think. I believe it's 939.
6 Q. Montgomery, right?
7 A. Correct.
8 Q. Okay. And your father, Rouse?
9 A. Uh-huh.
10 Q. Godfrey, right?
11 A. Correct.
12 Q. What was his address?
13 A. He lives in an apartment. It's Peppertree
14 Apartments. I'm not sure of the house
15 number, but it's in Montgomery.
16 Q. Okay. How many days a week was your
17 grandmother, Frances Taylor, supposed to care
18 for your children after 2:30 p.m.?
19 A. Every day.
20 Q. Every day.
21 A. The arrangement was every day. And then if
22 my schedule allowed, I would just take them.
23 And then my -- my father was the backup.

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1 Q. Okay.
2 A. If I got held over in a meeting or in an
3 appointment or whatever.
4 Q. Was your grandmother supposed to pick them up
5 from day care?
6 A. Some days my dad picked them up and took them
7 to her, or I would take a late lunch and go
8 pick them up and take them to her. She did
9 not feel comfortable driving at times, but
10 she did. She would go get them.
11 Q. What about on Fridays? Who cared for your
12 children on Fridays?
13 A. My grandmother.
14 Q. And you're absolutely certain that that was
15 ready, in place; that November 9th, you would
16 be able to do that?
17 A. Yes. I mean it was guaranteed that he had
18 that spot.
19 Q. Okay. Who were Tanner's health care
20 providers from the time he was born until
21 January 1, 2006?
22 A. It was Partner -- I know this was all
23 provided, but Partners in Pediatrics. And

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1 his primary doctor was Dr. Elizabeth Dieble.
 2 Q. Dieble. That's how it's pronounced?
 3 A. D-I-E-B-L-E.
 4 Q. Anyone else?
 5 A. If she wasn't available, then he would see
 6 Dr. Blakeney or whatever doctor. There's six
 7 doctors in that office building of pediatric
 8 care.
 9 Q. During your leave of absence from Fairfield
 10 Inn, how was Tanner's health?
 11 A. It was good.
 12 Q. Did he have any illnesses?
 13 A. Typical, normal for an infant or any child to
 14 have ear infections. So he did have a few
 15 ear infections.
 16 Q. How many?
 17 A. I think his first one was at six weeks old,
 18 and I think he had another one just shortly
 19 coming off of an antibiotic then, and he's
 20 had them up until today.
 21 Q. Sorry to hear that.
 22 A. Yeah.
 23 Q. All right. So he had at least one during the

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1 first six weeks?
 2 A. Yes. Well, right at six weeks. He was right
 3 at six weeks old when he had his first one.
 4 Q. Did a health care provider treat Tanner for
 5 those ear infections?
 6 A. Yes.
 7 Q. Dr. Dieble?
 8 A. Dieble. Dieble.
 9 Q. What treatment did any health care provider
 10 suggest for Tanner's health care conditions?
 11 A. They put him on just antibiotic. And she did
 12 ask if he was in day care at the time at six
 13 weeks, and I said no, and she just -- she
 14 knew I was on maternity leave. She's also
 15 Taylor's doctor, so she knew that I was on
 16 maternity leave. And she just suggested to
 17 keep him out as long as I could during my
 18 maternity leave before letting him go to day
 19 care in November.
 20 Q. So she just suggested it?
 21 A. She suggested it. She didn't give any doctor
 22 orders or anything, no. Just suggested it.
 23 Q. Did she say why?

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1 A. It's just common for children with ear
 2 infections to -- or colds -- that he was
 3 constantly catching a cold that would drain
 4 into his ears. And that's just where germs
 5 are born is what they say. So with him being
 6 so young, you know, waiting until he was a
 7 couple of months old was going to be best for
 8 him.
 9 Q. How long did she suggest that you keep Tanner
 10 out of day care?
 11 A. Just during my -- I told her -- she asked if
 12 I was taking a full leave of maternity; and I
 13 said, Yes, the 12 weeks. And she said, Well,
 14 I would at least keep him out until that 12
 15 weeks is over.
 16 Q. Did you follow those instructions?
 17 A. Yes. Well, he -- I had to take that spot in
 18 October or I wasn't going to have my child
 19 care in November, but his ear infections did
 20 clear up and seemed to be doing better.
 21 Q. Did you communicate these instructions or
 22 these suggestions that you received about
 23 keeping Tanner out of day care to Fairfield

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1 Inn?
 2 A. To Roger in e-mails, yes, I did.
 3 Q. What was the response?
 4 A. He just -- I believe that the response was,
 5 hopefully, things will get better and you
 6 will be returning with us soon, something to
 7 that nature. I mean, it was never anything
 8 like that, but I don't remember exactly.
 9 Q. Okay. Who took care of Tanner when he was
 10 out of day care at that time? You?
 11 A. Uh-huh. Just during my maternity leave, yes,
 12 or if I was out.
 13 Q. Who's Tandi Mitchell?
 14 A. Tandi?
 15 Q. Yeah.
 16 A. She is the owner of Hotel Solutions.
 17 Q. When did you meet Tandi?
 18 A. Oh, I've known her since I started with
 19 Marriott.
 20 Q. Marriott International?
 21 A. Well, it was when I was employed by Residence
 22 Inn and Courtyard and Fairfield, yes.
 23 Q. And that was in 2000?

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1 A. Yes, in November of 2000. I think we met
 2 later. The beginning of 2006, actually.
 3 Q. Did you do work with her before you came to
 4 Fairfield Inn?
 5 A. She was -- I believe she was just starting
 6 her company then. We did some work, but
 7 she's treated as a -- a travel agent and a
 8 couple of the -- I know Courtyard, Residence
 9 Inn, did not pay independent travel agents at
 10 that time; so I did work with her some.
 11 Q. So back when you working for Marriott
 12 International, you did some work with --
 13 A. Yes.
 14 Q. -- Tandi Mitchell?
 15 A. Yes.
 16 Q. And her company Hotel Solutions?
 17 A. Correct.
 18 Q. What kind of work?
 19 A. She -- again, she worked like a travel
 20 agent. So if she had a group or, again, if
 21 it was Residence Inn, someone staying for an
 22 extended period of time, she would refer that
 23 business or she -- we would work as a partner

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1 with that company to take care of their
 2 lodging needs; and she would get paid a
 3 commission of their room nights.
 4 Q. So she would send business or book some
 5 rooms --
 6 A. Correct.
 7 Q. -- or bookings of rooms over to particular
 8 hotels, and you had happened to be a
 9 beneficiary of some of that, right?
 10 A. Right.
 11 Q. Before you arrived at the Fairfield Inn, did
 12 Hotel Solutions book rooms at the Fairfield
 13 Inn?
 14 A. Yes.
 15 Q. How much?
 16 A. Without pulling sales documents, I don't -- I
 17 really don't recall. I don't know.
 18 Q. Okay. Who do you believe replaced you at the
 19 Fairfield Inn?
 20 A. Tandi and Tammy.
 21 Q. And Tammy?
 22 A. Uh-huh.
 23 Q. Dominguez?

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1 A. Uh-huh.
 2 Q. Tandi Mitchell and Tammy Dominguez?
 3 A. Yes. I know it's --
 4 Q. Anyone else?
 5 A. I know there were some others hired later on;
 6 but immediately, those were the only two.
 7 Q. When did they replace you?
 8 A. When did they fire me?
 9 Q. No. When did they -- you said that those
 10 people replaced you, Tandi and Tammy. When
 11 did they replace you? Immediately? Sometime
 12 thereafter?
 13 A. Tandi was the intern during my maternity
 14 leave, so she was already working with me
 15 during the maternity leave.
 16 Q. When -- after your employment at Fairfield
 17 Inn terminated, did Tandi immediately stop
 18 working for Hotel Solutions and start working
 19 for Fairfield; or how did that work? Did she
 20 continue at Hotel Solutions?
 21 A. It's my understanding that she stayed under
 22 the agreement that was already in writing
 23 that we put together -- Roger, Todd and I and

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1 Tandi put together during my maternity
 2 leave. So it's my understanding that she
 3 stayed in that position, which she did not
 4 work at the hotel. She worked directly from
 5 her office. So she was not at the hotel on a
 6 daily basis.
 7 Q. Where was her office?
 8 A. At the LaQuinta.
 9 Q. Where is that in relation to the Fairfield
 10 Inn?
 11 A. Less than a mile. It's still on Carmichael
 12 Road.
 13 Q. Was she a Fairfield Inn employee while you
 14 were on leave? Tandi, that is.
 15 A. According to things that she signed, she was
 16 signed in as an intern.
 17 Q. Do you know one way or the other whether she
 18 was an employee of Fairfield Inn?
 19 A. I think Roger and Todd gave her the option
 20 about having -- being on the payroll and
 21 having taxes taken out or was she going to
 22 report that separately with her accountant
 23 based on her business. And I believe that

<p style="text-align: right;">Page 182</p> <p>1 she chose to do that separately.</p> <p>2 Q. So she was paid through her business?</p> <p>3 A. She was paid from Fairfield Inn to her</p> <p>4 business.</p> <p>5 Q. What was the agreement with Tandi about what</p> <p>6 she was supposed to be doing while you were</p> <p>7 on maternity leave?</p> <p>8 A. She had a job description as well, so she was</p> <p>9 to basically just follow right into my</p> <p>10 shoes: maintain accounts, maintain groups,</p> <p>11 sales calls, telemarketing.</p> <p>12 Q. How many days a week was she supposed to be</p> <p>13 working?</p> <p>14 A. Five.</p> <p>15 Q. Five?</p> <p>16 A. Five days.</p> <p>17 Q. Do you remember how many hours a day she was</p> <p>18 supposed to be working?</p> <p>19 A. I do not know.</p> <p>20 Q. Anything else you remember about what her</p> <p>21 agreement was with Fairfield Inn about her</p> <p>22 work?</p> <p>23 A. I know that she was paid less than me.</p>	<p style="text-align: right;">Page 184</p> <p>1 Q. Okay. Do you think that Tammy fired you</p> <p>2 because she wanted to hire Tandi?</p> <p>3 A. I don't know.</p> <p>4 Q. Why do you think Tammy fired you?</p> <p>5 A. I don't know.</p> <p>6 Q. And you mentioned something about Tammy being</p> <p>7 single?</p> <p>8 A. Uh-huh.</p> <p>9 Q. Why do you think that's important?</p> <p>10 A. I guess so she wouldn't have to deal with</p> <p>11 someone having a family.</p> <p>12 Q. I'm sorry. I'm not really following that.</p> <p>13 My question was you mentioned that -- my</p> <p>14 question was that you had mentioned that</p> <p>15 Tammy was single, and I asked you why you</p> <p>16 thought that was important. Did you</p> <p>17 understand that?</p> <p>18 A. Yes, I did.</p> <p>19 Q. Okay. And I'm not trying to be rude. I was</p> <p>20 just trying to understand why that's</p> <p>21 important to this case.</p> <p>22 A. I'd like to come back to that. I'm not sure</p> <p>23 how to answer it right now.</p>
<p style="text-align: right;">Page 183</p> <p>1 Q. What was her pay?</p> <p>2 A. Five hundred a week. And she was also single</p> <p>3 with no children.</p> <p>4 Q. Why does that matter?</p> <p>5 A. I don't know.</p> <p>6 Q. Okay. What else can you tell me about</p> <p>7 Tandi's agreement with Fairfield Inn for</p> <p>8 while you were on leave?</p> <p>9 A. I just truly feel that they wanted her in</p> <p>10 that position because not only did she not</p> <p>11 have any children and she was single and that</p> <p>12 Tammy didn't have to deal -- to deal with</p> <p>13 that, but Tammy herself was also single and</p> <p>14 did not have custody of her own child.</p> <p>15 Q. So you think that Tammy fired you because you</p> <p>16 had children and you were married?</p> <p>17 A. I think because she claims that I did not</p> <p>18 have child care and that I had children, yes.</p> <p>19 Q. I'm sorry. I'm not sure that I got a clear</p> <p>20 answer; but my question was, do you think</p> <p>21 that Tammy fired you because you were married</p> <p>22 and had children?</p> <p>23 A. I don't know.</p>	<p style="text-align: right;">Page 185</p> <p>1 Q. We can take -- we can wait.</p> <p>2 A. I'll just say I don't know.</p> <p>3 Q. And you also mentioned that Tammy didn't have</p> <p>4 custody of her child. How do you know that</p> <p>5 Tammy had children?</p> <p>6 A. She told me.</p> <p>7 Q. Okay. How do you know that she didn't have</p> <p>8 custody of her children?</p> <p>9 A. She told me.</p> <p>10 Q. Why is that important to this case?</p> <p>11 A. I mean, that's just some inner thoughts and</p> <p>12 feelings. I mean, I don't have any -- I'll</p> <p>13 just say I don't know.</p> <p>14 Q. What do you think that the Fairfield Inn</p> <p>15 should have done differently in this case?</p> <p>16 A. In my case?</p> <p>17 Q. Yeah.</p> <p>18 A. I think that they should have given me the</p> <p>19 opportunity to come back to work. I've never</p> <p>20 given them any reason up to that day that I</p> <p>21 was not able to do my job, I wasn't capable</p> <p>22 of doing my job, that I could not show a</p> <p>23 balance of work and family. And I never gave</p>

<p style="text-align: right;">Page 186</p> <p>1 them any reason not to let me come back. I</p> <p>2 mean, I was willing to work during my</p> <p>3 maternity leave, you know. And I gave them</p> <p>4 everything and worked with them and produced</p> <p>5 for them on a daily basis, and I felt</p> <p>6 strongly about my job.</p> <p>7 Q. Anything else that they should have done</p> <p>8 differently in this case?</p> <p>9 A. I believe I've already answered that</p> <p>10 question.</p> <p>11 Q. Okay. What do you want from this lawsuit?</p> <p>12 A. In terms of --</p> <p>13 Q. I mean, you're suing for some sort of damages</p> <p>14 in this case. What is it you want?</p> <p>15 A. My loss of income.</p> <p>16 Q. Okay. What's that?</p> <p>17 A. My loss of stability and the flexibility that</p> <p>18 I had with the job, my benefits that I had.</p> <p>19 Q. So the income that you think you've lost as a</p> <p>20 result of not being employed at Fairfield</p> <p>21 Inn, right?</p> <p>22 A. Correct.</p> <p>23 Q. You said job flexibility?</p>	<p style="text-align: right;">Page 188</p> <p>1 A. The whole health insurance? Is that what</p> <p>2 you're asking?</p> <p>3 Q. Well, okay. I was going to take them one at</p> <p>4 a time.</p> <p>5 A. Okay. They're all together.</p> <p>6 Q. They're all together?</p> <p>7 A. Yes, sir.</p> <p>8 Q. What is all together? It's your health,</p> <p>9 dental. Anything else?</p> <p>10 A. I believe it's vision as well, yes.</p> <p>11 Q. Anything else? Health, dental, vision.</p> <p>12 A. That's it.</p> <p>13 Q. Okay. Where do you get your health, dental,</p> <p>14 and vision coverage?</p> <p>15 A. My husband's employer.</p> <p>16 MR. FELLNER: I'm not sure that we've</p> <p>17 received documents about whatever</p> <p>18 benefits she's paying for now.</p> <p>19 THE WITNESS: I'll give them to Jenny.</p> <p>20 MR. FELLNER: I'm sure that we'll</p> <p>21 figure it out. And I would assume</p> <p>22 that if I don't have it, then I'll</p> <p>23 get it.</p>
<p style="text-align: right;">Page 187</p> <p>1 A. Uh-huh.</p> <p>2 Q. And benefits?</p> <p>3 A. Correct.</p> <p>4 Q. The cost of whatever benefits you've had to</p> <p>5 obtain?</p> <p>6 A. Uh-huh.</p> <p>7 Q. Anything else?</p> <p>8 A. No.</p> <p>9 Q. Okay. You said benefits. What benefits do</p> <p>10 you think you've lost?</p> <p>11 A. Insurance.</p> <p>12 Q. Health care?</p> <p>13 A. Health, yes.</p> <p>14 Q. Anything else?</p> <p>15 A. I don't recall, but I'm thinking of the whole</p> <p>16 package of insurance. I think there was</p> <p>17 dental and vision as well.</p> <p>18 Q. So whatever benefits you had while you were</p> <p>19 at Fairfield Inn?</p> <p>20 A. Correct.</p> <p>21 Q. Have you gotten dental insurance?</p> <p>22 A. Yes. We're having to pay for that.</p> <p>23 Q. Who do you have dental insurance through now?</p>	<p style="text-align: right;">Page 189</p> <p>1 Q. What income do you think you've lost?</p> <p>2 A. Well, my current -- the income that I -- my</p> <p>3 last income plus bonuses. Are you asking for</p> <p>4 a total?</p> <p>5 Q. Yeah.</p> <p>6 A. Oh, okay.</p> <p>7 Q. What was your last income?</p> <p>8 A. It was the 38 plus the potential bonuses.</p> <p>9 Q. \$38,000 a year?</p> <p>10 A. Correct.</p> <p>11 Q. Plus bonuses?</p> <p>12 A. Uh-huh.</p> <p>13 Q. Do you remember roughly what your bonuses</p> <p>14 were? They were quarterly, right?</p> <p>15 A. Correct. Almost 15,000 a year.</p> <p>16 Q. So the money that you've lost would be the</p> <p>17 38,000 plus whatever bonuses you received?</p> <p>18 A. And I did meet and exceed every quarter</p> <p>19 during my time of employment.</p> <p>20 Q. So the 38,000 in salary plus your bonuses?</p> <p>21 A. Uh-huh.</p> <p>22 Q. Minus whatever you've earned?</p> <p>23 A. What do you mean minus?</p>

<p style="text-align: right;">Page 190</p> <p>1 Q. Well, you've earned something, right, since 2 you left?</p> <p>3 A. Yes. Yes. I'm sorry.</p> <p>4 Q. So that's not lost income, then, right?</p> <p>5 A. Correct.</p> <p>6 Q. Okay. Anything else that goes into 7 calculating your lost income?</p> <p>8 A. I don't recall at this time.</p> <p>9 Q. All right. And job flexibility. How does 10 the Court give you that?</p> <p>11 A. I don't know.</p> <p>12 Q. I mean, how would you want the Court to make 13 up for that?</p> <p>14 MS. DUNCAN: Object to form. Calls for 15 legal conclusions. She's --</p> <p>16 A. I don't know.</p> <p>17 Q. You don't know how you would want the Court 18 to make up for it?</p> <p>19 A. How would they?</p> <p>20 Q. I'm asking you.</p> <p>21 A. I said I don't know.</p> <p>22 Q. Okay. What do you think was -- in your 23 complaint, you've asked for punitive damages</p>	<p style="text-align: right;">Page 192</p> <p>1 Q. Okay. And was that -- do you think that was 2 either willful or malicious or anything like 3 that?</p> <p>4 A. I mean, I do -- I feel like my right was 5 taken away.</p> <p>6 Q. Okay. Do you think that there was anything 7 else that the Fairfield Inn did that was 8 either willful or malicious or anything like 9 that?</p> <p>10 A. You know, going back to November 3rd, there 11 was a conversation. Tammy called me again at 12 home and asked me if I had called the hotel 13 asking about FMLA. And I told her no, that 14 when I turned in my -- my paperwork and 15 laptop and everything, I was asked to clean 16 out my personal files and folders and 17 everything on the 2nd of November -- in that 18 conversation, she said to me -- after the 19 question of asking did I call the hotel and 20 ask about FMLA and when I told her no, she 21 said, well, she did not realize that I was 22 under FMLA and that she had made a mistake. 23 And so the next day is when I received the</p>
<p style="text-align: right;">Page 191</p> <p>1 against Fairfield Inn. Why do you think 2 that -- what do you think that Fairfield Inn 3 did that entitled you to punitive damages?</p> <p>4 MS. DUNCAN: Object to form again. 5 Calls for a legal explanation.</p> <p>6 A. I don't know.</p> <p>7 Q. Okay. Do you think that any of Fairfield 8 Inn's conduct was particularly egregious?</p> <p>9 A. Will you explain that, please?</p> <p>10 Q. Particularly bad?</p> <p>11 A. Their conduct?</p> <p>12 Q. Yeah. Anything they did.</p> <p>13 A. Anything they did?</p> <p>14 Q. Yeah.</p> <p>15 A. Repeat the question again.</p> <p>16 Q. Sure. Do you think anything that the 17 Fairfield Inn did with respect to you was 18 particularly bad?</p> <p>19 A. By not letting me come back to my job.</p> <p>20 Q. All right. But was there anything -- just 21 not letting you come back to your job, that 22 was the only thing?</p> <p>23 A. Correct.</p>	<p style="text-align: right;">Page 193</p> <p>1 offer to be in another position at the hotel.</p> <p>2 Q. Okay. What was particularly either willful 3 or malicious or anything about that, 4 particularly bad about that?</p> <p>5 A. Going against their word. I mean, she had 6 already fired me. You know, she realized 7 that she had messed up. She admitted to 8 that. And then she tried to come back and 9 offer me a front desk position, which, to 10 begin with, is an insult for a degree of my 11 kind to go from a director of sales and 12 management to a front desk clerk. And there 13 was no reason not to allow me back into 14 sales. I never gave her any reason that I 15 would not be a director of sales employee.</p> <p>16 Q. Anything else?</p> <p>17 A. No.</p> <p>18 Q. Are there any other damages that you believe 19 you've incurred to date?</p> <p>20 A. No.</p> <p>21 Q. What about attorney's fees? Have you had to 22 pay attorney's fees up until now?</p> <p>23 A. Yes.</p>

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1 Q. What kind of attorney's fees? How much are
2 we talking about?
3 A. I don't recall at this time.
4 Q. Is it more than a thousand dollars?
5 A. I don't recall. I mean, I don't have a
6 total.
7 Q. Is it less than a thousand dollars?
8 A. I don't know.
9 Q. Is it more than \$5,000?
10 A. I don't know.
11 Q. Who wrote the check? Did you write the
12 check?
13 A. Yes, I did.
14 Q. When did you write the check?
15 A. There was one in November, and then there was
16 a filing fee for federal court.
17 Q. Okay. Anything else for fees or expenses
18 related to this case?
19 A. I don't know any at this time.
20 Q. Do you remember how much the check was for in
21 November?
22 A. No, I don't.
23 Q. Do you seek any other damages in this

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1 lawsuit?
2 A. No, I don't.
3 Q. Okay. After your employment at the Fairfield
4 Inn terminated, when did you start looking
5 for work?
6 A. Immediately.
7 Q. Tell me everything you did to start looking
8 for work.
9 A. When I went to apply for my unemployment,
10 you're automatically assigned a counselor and
11 given an access code or a password to any
12 computer system that you go to, if you use
13 theirs or a library or home. And they showed
14 me how to use it, how to go in under my
15 specialties or my degree. And I also filed
16 electronically as well. I used their -- I
17 guess it's labeled as Alabama Unemployment
18 Services, if I'm correct. So I used it on
19 almost a weekly, daily basis searching for
20 jobs, posting resumes directly through their
21 web -- through their website.
22 Q. With whom?
23 A. The Alabama State Employees Credit -- I'm

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1 sorry. Alabama State Unemployment Offices.
2 Q. That was the website you used, right?
3 A. Yes.
4 Q. Who did you post resumes with? What
5 employers?
6 A. There's a list.
7 Q. What list?
8 A. I mean, there's lot of people. Of course,
9 any of the -- all the hotels here in
10 Montgomery. I tried to get a job with --
11 through hcareers.com through -- with Embassy
12 Suites, back to Holiday Inn, the Courtyard
13 Marriott here in Montgomery.
14 Q. Who else?
15 A. Exact company names?
16 Q. Anything you can remember.
17 A. Or just websites. It doesn't matter?
18 Q. Company names. Let's start with company
19 names.
20 A. Montgomery Advertiser.
21 Q. And I'm going to assume that you sought the
22 jobs that you currently have that we've
23 already discussed earlier today, so we don't

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1 need to talk about those. Okay? Is that
2 fair?
3 A. I didn't understand.
4 Q. Earlier today we talked about some of your
5 employment history after Fairfield Inn,
6 right?
7 A. The Affiliate Marketing and ASPECT, correct.
8 Q. Right. I'm going to assume -- you tell me if
9 this is wrong, but you sought employment with
10 all of those entities except for Capture the
11 Moment, which is your own business?
12 A. Correct.
13 Q. So other than all of those, which we've
14 already discussed --
15 A. Okay.
16 Q. -- tell me who else you looked for a job
17 with.
18 A. Can I refer back to this? I know I put it in
19 writing. There was so many. I mentioned
20 Embassy Suites, Holiday Inn, Lexington
21 Hotels, Montgomery Advertiser, Growing
22 Family, Hospitality Performance Network,
23 H Careers, JHG Hotels, Travel Quest. And you

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1 said not to mention the others.
 2 Q. Okay. Who did you contact at Embassy Suites?
 3 A. It was not -- they have an -- I guess through
 4 hcareers.com. It was not someone directly at
 5 the hotel. I guess it was at their corporate
 6 office.
 7 Q. Okay. Did you speak to anybody there?
 8 A. No. I just --
 9 Q. Sent them a resume?
 10 A. Sent them a resume.
 11 Q. And that's it?
 12 A. Yes.
 13 Q. Did you ever call to follow up?
 14 A. I did.
 15 Q. And?
 16 A. They were not accepting calls. They only do
 17 call backs on resumes.
 18 Q. Did you ever get a call back?
 19 A. No, I did not.
 20 Q. Any other communications with Embassy Suites
 21 about you obtaining a job there?
 22 A. I tried to call Bob Gaddis, who used to be
 23 the general manager there; and I sent him a

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1 personal letter, which come to find out, he
 2 was no longer there. So someone had said he
 3 was there. And when I went to send the
 4 letter or call to verify the address, I found
 5 out he's no longer there. So --
 6 Q. Now you also mentioned Holiday Inn?
 7 A. Yeah.
 8 Q. You mentioned Holiday Inn. Was that Holiday
 9 Inn East?
 10 A. Yes.
 11 Q. The one that we talked about before?
 12 A. Yes.
 13 Q. Didn't you work there previously?
 14 A. No. They're the ones that --
 15 Q. Oh, I'm sorry. They solicited you?
 16 A. Yes. I know you're going to ask me that
 17 name.
 18 Q. Do you remember the name?
 19 A. I can see her face. I don't know.
 20 Q. Okay. How did you contact the Holiday Inn?
 21 A. They had an ad in the Montgomery Advertiser,
 22 so I mailed in a resume.
 23 Q. When was that?

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1 A. Huh?
 2 Q. When?
 3 A. They had several jobs. And they still have
 4 jobs posted. So it was probably November, I
 5 guess. It was just ongoing. They were doing
 6 the -- that's why they're now called
 7 Lexington Hotel. They were posting jobs; but
 8 when I called and followed up, they were
 9 doing a hiring -- they actually were freezing
 10 those until they were being bought over.
 11 So --
 12 Q. When did they change over from Holiday Inn to
 13 Lexington Hotels? Do you know?
 14 A. Just in the past four to six months.
 15 Q. So you mailed the Holiday Inn your resume?
 16 A. Yes.
 17 Q. Any other communication that you had with the
 18 Holiday Inn about employment?
 19 A. No.
 20 Q. When did you mail that resume?
 21 A. I don't recall. I mean --
 22 Q. You also mentioned the Courtyard Inn?
 23 A. Uh-huh.

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1 Q. When did you contact the Courtyard Inn?
 2 A. The Courtyard Marriott?
 3 Q. I don't know. You tell me.
 4 A. Yes. You were saying Courtyard Inn. It's
 5 Courtyard Marriott.
 6 Q. Oh, okay.
 7 A. The general manager and I -- there -- Steve
 8 Douglas -- are very good friends.
 9 Q. Okay.
 10 A. They at the time -- it was in probably
 11 January of this year. They were looking
 12 expanding their sales department, but they
 13 did not. Instead, the salesperson that they
 14 have is now selling for Courtyard and
 15 Residence Inn, too. So they decided just to
 16 have one person do both positions, but he
 17 knows that I'm available or I'm looking for a
 18 job.
 19 Q. Okay. When did you first contact the
 20 Courtyard Marriott?
 21 A. In January.
 22 Q. Of 2007?
 23 A. No. I mean, about that sales position, yes;

<p style="text-align: right;">Page 202</p> <p>1 but I called probably January 2006 or maybe 2 April 2006, just as they had a job. On 3 hcareers.com, they would have a lot of 4 postings of jobs. And even if they would 5 have housekeeping, I would still call and 6 make sure there wasn't a sales position. So 7 I tried to keep continual contact with Steve 8 to let him know that I was willing -- or that 9 I was looking for a job. 10 He did have a night audit position, but 11 that's not something that I wanted to do -- 12 or was able to do at the time. 13 Q. What is a night audit position? 14 A. Someone who works from, say, 7 p.m. to maybe 15 7 a.m. And it's a very lower-end paying job 16 that just mainly sits there and runs reports 17 during the night, runs the audit reports and 18 does late check-ins for anyone that comes in. 19 Q. Is that essentially the same position at most 20 hotels? 21 A. They all have night audits, yes. 22 Q. And that was what you understood to be the 23 position at Courtyard Marriott?</p>	<p style="text-align: right;">Page 204</p> <p>1 Q. Did you ever speak to anybody at Montgomery 2 Advertiser about a job? 3 A. No. 4 Q. Have you told me everything about your 5 communications with Montgomery Advertiser 6 about a job? 7 A. Correct. 8 Q. Growing Family, what is that? 9 A. It is a company that works within the 10 hospitals here. They have different 11 hospitals, but it's a baby photographer 12 position and sales. 13 Q. When did you first contact Growing Family 14 about a job? 15 A. In May of this year. 16 Q. What job do you contact them about? 17 A. The photographer sales position. 18 Q. How did you contact them? 19 A. They had an ad in the paper, and I sent in a 20 resume. 21 Q. Have you had any communications other than 22 sending them a resume? 23 A. Yes. Yes, I did.</p>
<p style="text-align: right;">Page 203</p> <p>1 A. Correct. 2 Q. Any other positions you sought at Courtyard 3 Marriott? 4 A. Not besides that sales job this year. 5 Q. Other than what we have discussed, did you 6 have any other communications with Courtyard 7 Marriott about employment? 8 A. No. 9 Q. Montgomery Advertiser sales, have we already 10 discussed that? 11 A. No. They, I mean, every day have some type 12 of telemarketing leader position or direct 13 sales leader position or a route sales 14 person. So I did -- I've always sent a 15 resume or, actually, done it online. And 16 that's -- their online thing is called 17 careers.com. And I never got a call back 18 from them. 19 Q. When did you first start responding to the 20 advertisements for Montgomery Advertiser? 21 A. They were all about within the same time. 22 Q. What time is that? 23 A. November, December of 2005.</p>	<p style="text-align: right;">Page 205</p> <p>1 Q. And what was the result? 2 A. I went on -- have been on two interviews and 3 actually one day of -- before you even 4 consider the position -- they call it 5 shadowing. So I went and spent a whole day 6 shadowing the position. 7 Q. When was that? 8 A. In May. 9 Q. Have they told you whether they plan on 10 making you an offer? 11 A. They did make me an offer, and it was paying 12 \$10 an hour, but it was only giving you 25 -- 13 or right at 20 hours a week, which I thought 14 would be great; that would be fine. Then the 15 bottom line at the end of the interview is 16 after three months, it was commission only. 17 So it wasn't going to be comparable enough to 18 the salary that I needed. So -- 19 Q. So you declined that job offer? 20 A. Correct. 21 Q. When was that? 22 A. In June. 23 Q. Have you told me everything about your</p>

<p style="text-align: right;">Page 206</p> <p>1 communications with Growing Family about a 2 job? 3 A. Uh-huh. 4 Q. Hospitality Performances Network, what kind 5 of company is that? 6 A. It was listed on hcareers.com. It didn't 7 give a lot of detail. It seemed like it was 8 a management company, and it said new hotel 9 coming to Montgomery area. We have several 10 that are being built here, one that -- well, 11 there's two that don't have a name on them 12 yet. And I have just been sending out 13 resumes. I sent -- and I have not received a 14 response. That's one of the most recent ones 15 there. 16 Q. When did you send out the resume to 17 Hospitality Performances Network? 18 A. I probably did the first one back in February 19 when they started building. 20 Q. Did you just send them a resume or a cover 21 letter as well? 22 A. Just -- it asked just for a resume, yes. 23 Q. How did you send that? Electronically?</p>	<p style="text-align: right;">Page 208</p> <p>1 A. I want to say December of '05. 2 Q. And what type of position are you seeking? 3 A. They were advertising sales. 4 Q. What communications did you have with them 5 about that position? 6 A. I spoke directly to Wayne Gobble, who is 7 their owner and operator. And there was some 8 negotiating on salary, but he could never get 9 above 20,000, so it wasn't going to meet my 10 needs. 11 Q. How many hours a week were they asking you to 12 work? 13 A. Forty. And there was some commission and 14 bonuses based on the ad sales with that. 15 Q. What was the guaranteed pay? 16 A. 18,000. 17 Q. What type of commissions would you have been 18 eligible for? 19 A. They only had a 15 percent. And then they 20 had a cap on it after about \$9,000 for one 21 month. 22 Q. Is that \$9,000 in commissions or \$9,000 in 23 sales?</p>
<p style="text-align: right;">Page 207</p> <p>1 A. Yes. Through hcareers.com. 2 Q. Have you told me everything about your 3 communications with Hospitality Performances 4 Network about employment? 5 A. Yes. 6 Q. H Careers, director of catering, JHG Hotels. 7 A. That actually was a typo. That is actually, 8 I believe, a managing hotel for Embassy 9 Suites. I believe that's all the same. 10 Q. So that's Embassy Suites? 11 A. Yeah. That -- John -- I believe that -- 12 because that position was a director of 13 catering that I was applying for. So that -- 14 actually, I could pen that if I need to, but 15 that should be the same company. 16 Q. So we've already discussed the H Careers 17 director of catering, JHG Hotels? 18 A. Correct. 19 Q. Travel Quest, what is that? 20 A. It is the in-room magazines for hotels. It's 21 like a welcome guide. 22 Q. When did you first communicate with Travel 23 Quest about employment?</p>	<p style="text-align: right;">Page 209</p> <p>1 A. In commissions. 2 Q. So you could earn up to \$9,000 a month in 3 commissions? 4 A. Yeah. But trying to sell -- I mean, just 5 knowing the product after -- I didn't feel 6 that that's something that I could even -- I 7 felt that was beyond what I could actually 8 do. And I still didn't feel like it was 9 going to financially meet my needs. 10 Q. Why did you feel that you wouldn't be able to 11 sell advertisements for Travel Quest? 12 A. Because after looking at the magazine, I 13 mean, they're -- in what they're trying to 14 target, I did not -- I really personally 15 didn't see a strong area as far as what he 16 was asking me to do as far as I didn't feel 17 like there was enough new business to bring 18 into that. 19 Q. What were they trying to target? 20 A. Huh? 21 Q. You said after knowing what they were trying 22 to target? 23 A. Uh-huh.</p>

<p style="text-align: right;">Page 210</p> <p>1 Q. What were they trying to target?</p> <p>2 A. New businesses coming in.</p> <p>3 Q. Have we discussed everything about your</p> <p>4 efforts to obtain employment with Travel</p> <p>5 Quest?</p> <p>6 A. Yes.</p> <p>7 Q. Future City Guide? Did we discuss this</p> <p>8 earlier today?</p> <p>9 A. Yes. That is the -- where I just do the</p> <p>10 photography business.</p> <p>11 Q. So we've already discussed all of your</p> <p>12 efforts to obtain employment there, right?</p> <p>13 A. Correct.</p> <p>14 Q. All right. Courtyard Marriott, have we</p> <p>15 already discussed that?</p> <p>16 A. Yes. We just did.</p> <p>17 Q. ASPECT Foundation, we talked about earlier</p> <p>18 today. Montgomery Parents, Montgomery</p> <p>19 Journey, we talked about them earlier today</p> <p>20 as well, right?</p> <p>21 A. Correct.</p> <p>22 Q. Are there any other companies or persons that</p> <p>23 you sought employment with other than what</p>	<p style="text-align: right;">Page 212</p> <p>1 Q. From your employment at the Fairfield Inn?</p> <p>2 A. Correct.</p> <p>3 Q. Were all of your paycheck envelopes the same</p> <p>4 as Defendant's Exhibit #7?</p> <p>5 A. That I recall, yes.</p> <p>6 Q. Do you still have other paycheck envelopes,</p> <p>7 or is this the only one?</p> <p>8 A. I'm sure I have others. It wasn't just an</p> <p>9 envelope. It's hard to explain, but the</p> <p>10 check was a part of that, you know. There</p> <p>11 was nothing to stuff in there. It was just</p> <p>12 all in one piece. You see what I'm saying?</p> <p>13 Q. So it was folded up and the check was</p> <p>14 attached to it?</p> <p>15 A. Yeah. You just pull the check off.</p> <p>16 Q. With a perforated edge?</p> <p>17 A. Yes. Yeah. Make a note of the -- what the</p> <p>18 check says on there.</p> <p>19 Q. Pardon me?</p> <p>20 A. I said, can we make a note of what the check</p> <p>21 says?</p> <p>22 Q. It is what it is.</p> <p>23 A. It says on there that it's from HV</p>
<p style="text-align: right;">Page 211</p> <p>1 we've already discussed?</p> <p>2 A. No.</p> <p>3 Q. Was there any period of time when you were</p> <p>4 unavailable after your employment terminated</p> <p>5 at Montgomery Ventures?</p> <p>6 A. No.</p> <p>7 Q. Okay.</p> <p>8 MR. FELLNER: What I'd like to do now</p> <p>9 is take a break for a couple of</p> <p>10 minutes.</p> <p>11 THE WITNESS: Sure.</p> <p>12 MR. FELLNER: It's just before four</p> <p>13 o'clock. So, probably start in</p> <p>14 another five minutes or so.</p> <p>15 (Brief recess)</p> <p>16 Q. Ms. Watts, I'm handing you what's been</p> <p>17 labeled Defendant's Exhibit #7. Take a look</p> <p>18 at that and let me know when you're ready to</p> <p>19 answer questions about it.</p> <p>20 A. Okay.</p> <p>21 Q. What is Defendant's Exhibit #7?</p> <p>22 A. It's actually the front of the envelope for a</p> <p>23 paycheck, my personal paycheck.</p>	<p style="text-align: right;">Page 213</p> <p>1 Investments, LLC, d/b/a Montgomery Ventures,</p> <p>2 LLC, with the Atlanta, Georgia, address for</p> <p>3 Hospitality Ventures.</p> <p>4 Q. Okay. Ms. Watts, I'm handing you what's been</p> <p>5 marked as Defendant's Exhibit #8. Take a</p> <p>6 look at that and let me know when you're</p> <p>7 ready to answer some questions about it.</p> <p>8 A. I'm ready.</p> <p>9 Q. What is Defendant's Exhibit #8?</p> <p>10 A. It is the quarterly incentive compensation</p> <p>11 plan for the hotel sales department.</p> <p>12 Q. Is that the bonus plan that you were under</p> <p>13 that we were talking about before?</p> <p>14 A. Yes.</p> <p>15 Q. Can you turn to page 2 of Defendant's</p> <p>16 Exhibit #8? Is that your signature there?</p> <p>17 A. Yes.</p> <p>18 Q. Did you sign that in January of 2005?</p> <p>19 A. Yes.</p> <p>20 Q. Ms. Watts, I'm handing you what's been marked</p> <p>21 as Defendant's Exhibit #9.</p> <p>22 A. Uh-huh.</p> <p>23 Q. Can you take a look at that and let me know</p>

<p style="text-align: right;">Page 214</p> <p>1 when you're ready to answer questions about 2 it? 3 A. Sure. I'm ready. 4 Q. What is Defendant's Exhibit #9? 5 A. It is 2005 first quarterly bonus. It's my 6 tracking results. 7 Q. And that's what the first page says. What 8 are the pages behind that are a part of 9 Defendant's Exhibit #9? 10 A. On top, it says the same thing. It says the 11 2005 Sales Marketing Department Bonus 12 Tracking Form, Budget Versus Actual. 13 Q. So this is the math of how they calculated 14 what your bonus would be? 15 A. It's an Excel program. I believe it was 16 created from Roger that was given to me while 17 I entered the numbers. 18 Q. So you did some of calculations? 19 A. Some of them were already permanently there, 20 and then I added in based on the -- the 21 reports that are also attached. Whatever 22 those numbers were, I plugged them; and 23 that's what calculated my bonus.</p>	<p style="text-align: right;">Page 216</p> <p>1 A. Yes. 2 Q. And your bonus that you earned for the second 3 quarter of 2005, you earned \$3800? 4 A. Correct. 5 Q. Take a look at Defendant's Exhibit #11 and 6 let me know when you're ready to answer 7 questions about it. 8 A. Okay. 9 Q. You ready? 10 A. I'm sorry. Yes. 11 Q. Okay. What is Defendant's Exhibit #11? 12 A. It is the third quarter bonus tracking 13 results that I submitted on October 11th, 14 2005. 15 Q. Okay. Is that your signature on the first 16 page of Defendant's Exhibit #11? 17 A. Yes, it is. 18 Q. And by this, did you calculate that your 19 total bonus that you earned for the third 20 quarter of 2005 was \$3800? 21 A. Yes, I did. 22 Q. Okay. I'm handing you what's been marked as 23 Defendant's Exhibit #12.</p>
<p style="text-align: right;">Page 215</p> <p>1 Q. So you prepared this first page of 2 Defendant's Exhibit #9? 3 A. I had to prepare it, but it also had to be 4 approved. Not only by Todd, but it -- then 5 it was approved by Roger before payment. 6 Q. Okay. So at the bottom of the first page of 7 Defendant's Exhibit #9, where it says total 8 payout \$3500 -- 9 A. Yes. 10 Q. -- that was your bonus that you earned for 11 the first quarter of 2005? 12 A. Correct. 13 Q. Take a look at Defendant's Exhibit #10. 14 A. Uh-huh. Okay. 15 Q. What is Defendant's Exhibit #10? 16 A. It is the second quarter bonus tracking 17 results that I submitted on 7/7 of '05. 18 Q. Is that your signature on the first page of 19 Defendant's Exhibit #10? 20 A. Yes, it is. 21 Q. Okay. Is this the calculations that you 22 prepared for the second quarter of 2005 for 23 your bonus?</p>	<p style="text-align: right;">Page 217</p> <p>1 A. Uh-huh. 2 Q. Can you take a moment and let me know when 3 you're ready to answer questions about that? 4 A. I'm ready. 5 Q. Okay. What is Defendant's Exhibit #12? 6 A. It is the Alabama Department of Industrial 7 Relations Unemployment Compensation 8 Division. It's a doctor's certificate. 9 Q. Okay. Who does it relate to? 10 A. Me. 11 Q. Did you sign that? 12 A. Yes, I did. 13 Q. Okay. Is this in relation to your claim for 14 unemployment benefits after your termination 15 from Fairfield Inn? 16 A. Yes. It was requested by them that it be 17 completed. 18 Q. Okay. Do you see that number one under the 19 first paragraph there in the middle of the 20 page? It says dates and treatment? 21 A. It's kind of scratchy, but yes. 22 Q. Okay. What was the dates and treatment 23 from-and-to dates?</p>

<p style="text-align: right;">Page 218</p> <p>1 A. Not being the original, what I perceive it to 2 be is 12/15/2004 -- 3 Q. To -- 4 A. September 27th, 2005. 5 Q. And what was the condition that you were 6 receiving treatment for during that period? 7 A. Pregnancy, delivery, and postpartum recovery 8 and checkup. 9 Q. Is that accurate? 10 A. Yes. 11 Q. Could you skip down to number three. Could 12 you read what the question is for number 13 three? 14 A. Is this individual -- I'm sorry. If this 15 individual is -- is this the master? 16 Q. That's the best -- that's what you produced 17 to us. I'm sorry. I think what it is -- and 18 you tell me -- if this individual is able to 19 perform the duties of his/her usual 20 occupation, on what date did this individual 21 become able? 22 A. Okay. 23 Q. Is that right?</p>	<p style="text-align: right;">Page 220</p> <p>1 23rd, 2005. 2 Q. Okay. Was that the expected period that you 3 were basically getting postpartum treatment 4 after your pregnancy, after you delivered 5 Tanner? 6 A. Uh-huh. I wouldn't say treatment. It's 7 recovery. 8 Q. Recovery, then. 9 A. Thank you. 10 Q. I'm handing you Defendant's Exhibit #13. I 11 knew I wanted to do something else first. 12 Tell you what. Before we look at Defendant's 13 Exhibit #13, let's look at Defendant's #14. 14 I'm now handing you what's been marked 15 as Defendant's Exhibit #14. Can you take a 16 look at that and let me know what it is? 17 A. #14? 18 Q. Yes, please. 19 A. It is the ministry registration for Taylor 20 Road Baptist Church where Tanner was 21 enrolled. 22 Q. Okay. And I will let you know that we had 23 sent a subpoena over to Taylor Road Baptist</p>
<p style="text-align: right;">Page 219</p> <p>1 A. Correct. 2 Q. And what date does it say that you became 3 able to return to your usual occupation? 4 A. September 24th, 2005. 5 Q. Is that right? 6 A. That's what the doctor said. 7 Q. Okay. Could you skip down to number five. 8 Could you read number five for us? 9 A. I guess PT they're abbreviating for 10 patient -- is to be -- 11 Q. No. I meant the question. I'm sorry. 12 A. I'm sorry. 13 Q. We'll get to that in just a second. 14 A. Number five? 15 Q. Yeah. 16 A. If treatment is for pregnancy, enter expected 17 date of confinement. Did I read that 18 correct? 19 Q. I think you did. 20 A. Okay. 21 Q. And what are the dates of expected 22 confinement? 23 A. August the 12th, 2005, through September</p>	<p style="text-align: right;">Page 221</p> <p>1 Church. 2 A. I'm very aware of that. 3 Q. And these are the documents -- Defendant's 4 Exhibit #14 are the documents they produced 5 to us in response to that subpoena. Does the 6 first page of Defendant's Exhibit #14 look 7 like your handwriting was on it? 8 A. Yes. 9 Q. Okay. When did you fill out the first page 10 of Defendant's Exhibit #14? 11 A. It was just shortly after becoming pregnant, 12 because -- 13 Q. There's a date down there at the bottom, 14 right? 15 A. I was fixing to say, yeah. 2/9 of '05. 16 Q. Do you think that's about accurate? 17 A. Yeah. 18 Q. What days were you signing -- I guess this 19 child's name here is Baby Watts. I guess he 20 was yet to be named. 21 A. Uh-huh. 22 Q. Eventually, this was Tanner, right? 23 A. Yes. And it shows --</p>

<p style="text-align: right;">Page 222</p> <p>1 Q. What days were you signing Tanner up for, for 2 child care at Taylor Road? 3 A. All four days. 4 Q. And were you signing him up for the Early 5 Bird, the Mother's Day Out, and the Extended 6 Session? 7 A. Correct. 8 Q. Could you turn to the last page -- excuse 9 me -- the last page, the one that lists 10 monthly tuition rates? 11 A. Uh-huh. 12 Q. Okay. Do you know whether these are 13 currently the monthly tuition rates or were 14 these at the time you signed up Tanner? 15 A. I can't recall. There's no date, and they 16 change often. 17 Q. Okay. Well, can you turn, then, to the 18 second page of Defendant's Exhibit #14? 19 A. Uh-huh. 20 Q. Do you see there under the -- at the top, it 21 lists Taylor Road Baptist Church Mother -- 22 that MDO, is that Mother's Day Out? 23 A. Correct.</p>	<p style="text-align: right;">Page 224</p> <p>1 corner, there's a marker there that has Watts 2 versus Hospitality, says INTDSEL/RFP 0202? 3 A. Correct. 4 Q. I will let you know that that indicates it 5 was a document that was produced to us by 6 your counsel. Does that mean that it came 7 from you? 8 A. This? 9 Q. You provided this to your counsel? 10 A. At the time, that's the only -- I think now 11 they're on a computer system, but this is the 12 record that I had for Tanner. Yes, I did. 13 Q. Okay. So you had this record that at some 14 point, it looks like that you paid \$168 for 15 either October or November tuition -- 16 A. Uh-huh. 17 Q. -- with check number 1783? 18 A. Where do you see check number? Oh, okay. 19 Q. In the next column over. 20 A. I'm sorry. I don't know why it says 21 November. I didn't write that. 22 Q. But if you paid -- if it says you paid \$168, 23 do you think that's what you paid?</p>
<p style="text-align: right;">Page 223</p> <p>1 Q. And kindergarten? 2 A. Uh-huh. 3 Q. 2005-2006. And this is for Tanner Watts; is 4 that correct? 5 A. Correct. 6 Q. Okay. Down there for the October tuition, it 7 lists an amount paid. 8 A. Uh-huh. 9 Q. But then next to it, it has a November. Does 10 that say November? 11 A. Yes. But I didn't prepare this. I don't 12 know. 13 Q. Right. Do you think that you paid \$168 for 14 tuition at that time? 15 A. I don't recall. 16 Q. Do you know how much you paid for tuition for 17 Tanner at Taylor Road Baptist Church? 18 A. Whatever was required. 19 Q. I guess what I'm trying to figure out is what 20 did you pay for what services. Okay. Well, 21 can you turn back to Defendant's Exhibit #13? 22 A. Uh-huh. 23 Q. Now, you notice in the bottom right-hand</p>	<p style="text-align: right;">Page 225</p> <p>1 A. I don't recall. 2 Q. Okay. Where would you have records to figure 3 out exactly what services you were paying 4 for? 5 A. I think there was a tax record that was 6 presented for the end-of-the-year taxes for 7 these. 8 Q. Is this the only child care service that you 9 paid for, for Tanner during 2005? 10 A. Yes. 11 Q. So if this says that you paid \$25 for the 12 supply fee, you paid \$25 for the supply fee? 13 A. Yeah. It doesn't note that I paid some 14 registration, too. So I don't -- I wouldn't 15 consider this an accurate document. 16 Q. Do you think that you paid more than -- it 17 looks like at the bottom of Defendant's 18 Exhibit #13, it looks like there was payment 19 for \$168 in October, \$168 in November, and 20 \$168 in December. Does that seem accurate? 21 A. I don't think that that shows that's what was 22 paid. I think that was my handwriting making 23 some notes. I don't --</p>

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1 Q. Oh, okay.
 2 A. Yeah.
 3 Q. Do you know what you paid for child care for
 4 Tanner in 2005?
 5 A. No.
 6 Q. Was all of the child care that you paid for
 7 in 2005 for Tanner paid to Taylor Road
 8 Baptist?
 9 A. Yes.
 10 Q. You didn't pay anybody else?
 11 A. No. Because my grandmother and my father
 12 were keeping him.
 13 Q. Okay. Did you pay significantly more than
 14 this \$168 a month?
 15 A. I don't recall.
 16 Q. I mean --
 17 A. I wouldn't consider this, you know,
 18 completely accurate. It would probably show
 19 on the tax records. Because here, it says
 20 there was a \$50 registration fee; and it's
 21 not even noted on here. So --
 22 Q. And there, referring to Defendant's
 23 Exhibit #14?

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1 A. Uh-huh.
 2 Q. On the first page of that, right?
 3 A. Yeah.
 4 Q. So that \$50 registration fee --
 5 A. It's not even noted on here. So --
 6 Q. Some sort of supply fee it looks like you
 7 were paying?
 8 A. Yes.
 9 Q. And it looks like it was approximately \$168 a
 10 month. Do you still have check stubs for
 11 this?
 12 A. I don't receive them. I mean, I just get
 13 bank statements.
 14 Q. Just bank statements?
 15 A. Yeah. I don't receive my checks back.
 16 Q. Do you have the carbon copy checks?
 17 A. I don't use carbon copy.
 18 Q. I guess what I'm trying to figure out is in
 19 2005, I mean, were you paying for Tanner for
 20 day care?
 21 A. Yes.
 22 Q. And what were you paying for Tanner for day
 23 care in 2005?

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1 A. Again, I don't feel that this is accurate.
 2 Q. Okay. I'm just trying to figure out what is
 3 accurate. What's the number?
 4 A. I don't know.
 5 Q. Who would know?
 6 A. My tax records.
 7 Q. Okay. Where else could we figure it out?
 8 A. I don't know.
 9 Q. Well, your bank statements would have all the
 10 checks that you wrote to Taylor Road.
 11 A. Correct, unless I paid cash. There were
 12 times I paid cash.
 13 Q. Well, each of these says that you wrote a
 14 check on Defendant's Exhibit #13.
 15 A. Yeah.
 16 Q. Adding this all up for Tanner, it seems to
 17 come out to under \$1,000. Would you agree
 18 that you paid, in 2005, under \$1,000?
 19 A. Yes, I would agree to that.
 20 Q. Can you flip back to Defendant's Exhibit #14,
 21 which is the big stack?
 22 A. Uh-huh.
 23 Q. Could you turn to -- there is a second page

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1 in here that is a Mother's Day Out
 2 application.
 3 A. Uh-huh.
 4 Q. What is this?
 5 A. Each -- I would guess they would call it each
 6 school year or each summer, you had to
 7 re-fill out a registration form.
 8 Q. Okay. And this is the form that you filled
 9 out for 2006?
 10 A. Yes.
 11 Q. When did you fill this out?
 12 A. Well, it's dated January 15th of '06.
 13 Q. Is that when you think you filled it out?
 14 You have no reason to doubt that that date is
 15 right?
 16 A. Correct.
 17 Q. Is this your handwriting on here and your
 18 signature at the bottom?
 19 A. Yes.
 20 Q. Who did you list as your employer?
 21 A. Ellis and Godfrey Real Estate.
 22 Q. Now, we didn't discuss them earlier today
 23 when you were talking about who you had

<p style="text-align: right;">Page 230</p> <p>1 worked for, did we?</p> <p>2 A. No, I did not.</p> <p>3 Q. Okay. Why not?</p> <p>4 A. That was my father's company, but I never</p> <p>5 worked for them. I don't know why we put</p> <p>6 that on there. I think that we were trying</p> <p>7 to list for my father. I don't know why</p> <p>8 that's on there. I never received payment or</p> <p>9 worked for them.</p> <p>10 Q. Okay. So that's incorrect, what's on there?</p> <p>11 A. Yes.</p> <p>12 Q. Will you take a look at what's marked as</p> <p>13 Defendant's Exhibit #15?</p> <p>14 A. Uh-huh.</p> <p>15 Q. What is Defendant's Exhibit #15?</p> <p>16 A. It is showing my husband's, who is Colonial</p> <p>17 Bank, his current employer -- it is showing</p> <p>18 how much monthly we are paying for health</p> <p>19 insurance.</p> <p>20 Q. Okay. And this is the health care, vision,</p> <p>21 short-term disability, long-term</p> <p>22 disability --</p> <p>23 A. Well, actually, it's -- if you read it, it's</p>	<p style="text-align: right;">Page 232</p> <p>1 Q. Why is this significant in this case?</p> <p>2 A. I believe at first, we were showing that some</p> <p>3 of my benefit of being an employee was being</p> <p>4 able to have a discounted rate.</p> <p>5 Q. When did you make this reservation?</p> <p>6 A. It was done as an example. The -- actually,</p> <p>7 the reservation was canceled.</p> <p>8 Q. So you never took this trip?</p> <p>9 A. No, sir. And the cancellation is on the last</p> <p>10 page.</p> <p>11 Q. Okay.</p> <p>12 A. It was dated Wednesday, October the 12th.</p> <p>13 Q. Now, earlier today when I was asking you</p> <p>14 about what types of damages you believe that</p> <p>15 you've incurred, you didn't mention anything</p> <p>16 about this, did you?</p> <p>17 A. No, I did not.</p> <p>18 Q. Do you think that this is part of your</p> <p>19 damages as well?</p> <p>20 A. I don't want to say damage. I think it's</p> <p>21 loss to a benefit. I mean, that was a -- you</p> <p>22 had to have this privilege. I mean, not --</p> <p>23 you had -- I mean, even though you got a \$49</p>
<p style="text-align: right;">Page 231</p> <p>1 just medical, dental and vision.</p> <p>2 Q. Okay. So it's only the portion at the bottom</p> <p>3 is what you're paying?</p> <p>4 A. That's underlined with my handwriting, yes.</p> <p>5 Q. So you paid \$233.55 per month?</p> <p>6 A. Uh-huh.</p> <p>7 Q. Does that include coverage for your husband</p> <p>8 as well?</p> <p>9 A. They pay for his.</p> <p>10 Q. So the \$233.55 is purely for yourself and</p> <p>11 your two children?</p> <p>12 A. To what I understand, even though here it</p> <p>13 says employee plus two or more. I don't --</p> <p>14 it's my understanding that they pay for his</p> <p>15 and we are paying for the family.</p> <p>16 Q. Handing you what's been marked as Defendant's</p> <p>17 Exhibit #16. Let me know when you're ready</p> <p>18 to answer questions about that.</p> <p>19 A. Okay.</p> <p>20 Q. What is Defendant's Exhibit #16?</p> <p>21 A. It is a reservation that I made.</p> <p>22 Q. Where?</p> <p>23 A. To Stone Mountain, Georgia.</p>	<p style="text-align: right;">Page 233</p> <p>1 rate or whatever the rate was, I mean you</p> <p>2 were under strict guidelines about staying at</p> <p>3 a hotel. So it is a privilege that is earned</p> <p>4 and stayed with you as an employee. You're</p> <p>5 not just -- I mean, you're given it; but if</p> <p>6 you, I guess, abuse it, it's taken away.</p> <p>7 So --</p> <p>8 Q. So just being employed at the Fairfield</p> <p>9 Inn --</p> <p>10 A. Or any Marriott.</p> <p>11 Q. -- or any Marriott --</p> <p>12 A. Correct.</p> <p>13 Q. -- you wouldn't necessarily be eligible for</p> <p>14 this benefit?</p> <p>15 A. Not if you abuse it. And sometimes you did</p> <p>16 have to have -- it depends. Sometimes you</p> <p>17 would have to have approval of your general</p> <p>18 manager.</p> <p>19 Q. And even if you did have the eligibility for</p> <p>20 this, your general manager still had to</p> <p>21 approve it?</p> <p>22 A. Well, you had a Marriott card. They used to</p> <p>23 have a form that had to be signed, and then I</p>

<p style="text-align: right;">Page 234</p> <p>1 think they moved to having an employee card, 2 but first you had to have a travel release 3 form that your manager signed stating that, 4 you know, yes, I'm giving my employee the 5 right. It's called a green -- green -- it's 6 a travel authorization form; but then I think 7 that they had moved into just giving you an 8 employee card. And, you know, it's logged in 9 and, I guess, carefully watched. And if you 10 abuse it, you lose that. It's a benefit of 11 being an employee. 12 Q. Do you still have to have the approval from 13 your general manager in order to use the 14 green card? 15 A. I'm not sure. I'm no longer there. 16 Q. Okay. While you were there, did you have to 17 obtain -- 18 A. We were issued cards probably about halfway 19 through my employment, but Todd did give me 20 an employment card. And it expired every 21 year. 22 Q. Could you automatically use that card to get 23 one of these reservations at a discounted</p>	<p style="text-align: right;">Page 236</p> <p>1 Q. This -- Defendant's Exhibit #16, on the first 2 page indicates that it was sent on Wednesday, 3 October 12th, 2005. 4 A. Uh-huh. 5 Q. Is that right? 6 A. Uh-huh. 7 Q. Why did you do this on October 12th, 2005? 8 A. I don't recall. 9 Q. Were you thinking about taking this vacation? 10 A. I don't recall at the time. 11 Q. So you don't recall whether you ever had any 12 plans of taking this vacation or staying at 13 the Marriott Stone Mountain Inn? 14 A. Yes, I do. Now, looking at the day, that was 15 my anniversary; but it was on a weekend. 16 Q. All right. So you were planning on going on 17 your anniversary to the Marriott Stone 18 Mountain Inn? 19 A. Yes. 20 Q. Then you canceled this when? 21 A. Because I was terminated. And I kept it to 22 show as an example that after I was 23 terminated, I still had this on file to show</p>
<p style="text-align: right;">Page 235</p> <p>1 rate? 2 A. Right now? 3 Q. While you were employed there. 4 A. While I was employed, yes. 5 Q. You didn't have to go through Todd? 6 A. No, not if you had that card. 7 Q. So the card was an automatic approval to get 8 that rate? 9 A. And it was at the discretion of each hotel 10 that you went to and their general manager. 11 There were times when I traveled that the 12 general manager would still call and verify 13 that I was an employee, so -- just for 14 falsification of that card. 15 Q. Sure. Could the company have taken that card 16 away at any time it wanted? 17 A. Oh, definitely. Sure. 18 Q. When did you plan to go to the Marriott Stone 19 Mountain Inn? 20 A. When do I plan to? 21 Q. When did you? 22 A. I didn't. I just did it as an example to 23 show that I could get that rate.</p>	<p style="text-align: right;">Page 237</p> <p>1 that that was a benefit of being a Marriott 2 employee. 3 Q. Ms. Watts, I just handed you Defendant's 4 Exhibit #17. If you could take a look at 5 that and let me know when you're ready to 6 answer some questions, that would be great. 7 A. Okay. 8 Q. What is Defendant's Exhibit #17? 9 A. It's a tax return for 2003. 10 Q. Okay. And the first couple of pages look 11 like they're W-2s; is that correct? 12 A. Correct. The Oasis is referring to Wynngate. 13 Q. All right. Now, the second page of the tax 14 return, it's not signed. 15 A. These were filed electronically, and these 16 were just our copies. 17 Q. But these are the actual copies of what you 18 signed -- 19 A. Yes. Yes, sir. 20 Q. -- or what you filed with the government? 21 A. Everything we did is electronically, so we 22 have just our copies on file. Yes, sir. 23 Q. Okay. Did you prepare these yourselves?</p>

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1 A. My husband does it.
 2 Q. And you review them before they're filed?
 3 A. Yes, we do, together.
 4 Q. I've just handed you what's been marked as
 5 Defendant's Exhibit #18. Take a look at that
 6 and let me know when you're ready to answer
 7 questions about that.
 8 A. I'm looking for a year. Okay.
 9 Q. I think actually, if you look on the first
 10 page or the second page of it --
 11 A. It says 2005 inside. Is it stapled right
 12 there?
 13 MS. DUNCAN: Okay.
 14 THE WITNESS: Sorry.
 15 MS. DUNCAN: I'm on the wrong end.
 16 Q. Okay. Can you tell me what Defendant's
 17 Exhibit #18 is?
 18 A. It's my income tax return for 2005.
 19 Q. Okay. And the documents are not -- the first
 20 document is not sequentially numbered with
 21 the rest of them. I will let you know that I
 22 took what I believe to be the first page
 23 which is an -- is it a paycheck or a pay

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1 stub? What is the first page?
 2 A. The first page? By what I read of it, I
 3 believe it was just a bonus payment, if I can
 4 read that correctly, because there was very
 5 little on the salary there. So --
 6 Q. Do you see the date where it says check and
 7 across the top?
 8 A. October 30th, 2005.
 9 Q. At that point in time, how many hours a week
 10 were you working for Fairfield Inn?
 11 A. Seven.
 12 Q. And you were getting paid approximately --
 13 A. Seven hours a week.
 14 Q. Seven hours a week, right.
 15 A. Correct.
 16 Q. And you were getting paid -- how much did
 17 that amount to? Any idea?
 18 A. I don't recall.
 19 Q. You see on the salary line, it says this
 20 period, \$292.31?
 21 A. Uh-huh.
 22 Q. Do you think that's approximately the seven
 23 hours a week?

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1 A. I'd say so, but they took out insurance so I
 2 don't remember exactly the amount.
 3 Q. But then the next line is the bonus. That's
 4 the bonus that you earned for that quarter?
 5 A. Yes.
 6 Q. Do you see on here who is listed as the
 7 employer -- or the payor? The payor, yes.
 8 A. Uh-huh.
 9 Q. Who is listed as the payor?
 10 A. Montgomery Ventures.
 11 Q. Okay. Can you turn to the next page?
 12 A. Uh-huh.
 13 Q. Who is listed as your employer?
 14 A. A part of it is cut off.
 15 Q. Any idea who that might be?
 16 A. Montgomery -- it looks like just Montgomery
 17 Ventures.
 18 Q. Okay. And then going to page -- it's on the
 19 bottom right-hand corner. It's labeled 0060.
 20 A. I'm sorry. I lost you.
 21 Q. You were on the correct page, I think.
 22 A. Okay.
 23 Q. 0060 in the bottom right-hand corner.

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1 A. Yes.
 2 Q. Okay. What is this?
 3 A. It is the income tax return for 2005.
 4 Q. And, again, these are the ones that your
 5 husband prepared?
 6 A. Yes.
 7 Q. And you reviewed with him --
 8 A. Yes.
 9 Q. -- to make sure they're accurate?
 10 A. Correct.
 11 Q. Can you turn to page 0063?
 12 A. Uh-huh.
 13 Q. Do you know what this schedule is?
 14 A. The Schedule 2 is? The child and dependent
 15 care expense form.
 16 Q. Okay. Do you know what that is?
 17 A. Yes.
 18 Q. What is that?
 19 A. How much we paid in to child care.
 20 Q. Paid for child care?
 21 A. Yes, paid for child care.
 22 Q. Is that in 2005?
 23 A. Yes.

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1 Q. Okay. Can you flip down to part two of that
2 same page, where it lists each of your
3 children?
4 A. Uh-huh.
5 Q. Does it show how much you paid for each of
6 your children?
7 A. How much I paid?
8 Q. How much you paid for child care for each of
9 your children during 2005.
10 A. That's not the amount. That's the credit
11 that you receive.
12 Q. Well, it says qualified expenses in
13 column C.
14 A. I know. But if you look at part two, based
15 on the number of dependents that you receive,
16 you receive a credit for each child or
17 dependant, which was a total of \$6200. That
18 doesn't mean that's the amount that I paid.
19 When you're married and have children, you
20 get credit.
21 Q. For child care expenses?
22 A. For child care expenses.
23 Q. Are you sure about that?

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1 A. As far as I know, yes. The amount paid is at
2 the top, if you can see that.
3 Q. Okay.
4 A. There is an amount paid in part one, section
5 D.
6 Q. Okay. Handing you what's been marked as
7 Defendant's #19. Let me know when you're
8 ready to answer questions.
9 A. I'm ready.
10 Q. What is Defendant's Exhibit #19?
11 A. It is my income tax return for 2006.
12 Q. Okay. And for the first two pages are W-2s,
13 aren't they? No. Excuse me. The first page
14 is a 1099.
15 A. Correct.
16 Q. And the second page is the W-2?
17 A. I'm looking. Yes.
18 Q. Okay. And then the third page is a tax
19 document with the State of Alabama?
20 A. Correct.
21 Q. And is that with respect to the unemployment
22 benefits --
23 A. Yeah.

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1 Q. -- that you received in 2006?
2 A. Correct.
3 Q. And then after that is your individual tax
4 returns that you and your husband filed
5 jointly with the Government?
6 A. Correct.
7 Q. Okay. And same thing here, it's
8 self-prepared?
9 A. Yes.
10 Q. And you guys -- your husband prepared them?
11 A. Yes.
12 Q. And you guys reviewed them together to make
13 sure they're accurate?
14 A. Correct.
15 Q. And then filed electronically?
16 A. Correct.
17 Q. Can you turn to the second page of that
18 document? It's page 0071 at the bottom.
19 A. Uh-huh.
20 Q. Do you see what it lists there as your
21 occupation?
22 A. Uh-huh.
23 Q. What does it list?

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1 A. Housewife.
2 Q. Is that accurate in 2006?
3 A. It is because it's as prepared, at that
4 time. And I know my husband called about
5 that. Because I had a 1099, and that's being
6 an independent contractor, and that's what we
7 were told to put there.
8 Q. Okay. I'm handing you what's been marked
9 Defendant's Exhibit #20. Take a look at that
10 and let me know when you're ready to answer
11 some questions about it.
12 A. Okay.
13 Q. Do you know what Defendant's Exhibit #20 is?
14 A. No, I do not.
15 Q. Okay. Do you see your name listed on
16 Defendant's Exhibit #20?
17 A. I do.
18 Q. Do you see listings for salary and vacation
19 on Defendant's Exhibit #20?
20 A. Yes, I do.
21 Q. Do you think these might be -- do you see the
22 date listed right immediately under your name
23 on the first page of Defendant's Exhibit #20?

<p style="text-align: right;">Page 246</p> <p>1 A. Yes.</p> <p>2 Q. What's that date?</p> <p>3 A. November 13th, 2005.</p> <p>4 Q. Okay.</p> <p>5 A. Are these in order?</p> <p>6 Q. Yes. Could you flip to the second page of</p> <p>7 Defendant's Exhibit #20? Do you see your</p> <p>8 name on that page?</p> <p>9 A. Yes.</p> <p>10 Q. Do you see the date immediately under that?</p> <p>11 A. Yes.</p> <p>12 Q. And you see what's that date?</p> <p>13 A. October 30th, 2005.</p> <p>14 Q. And to the right of that, it says check</p> <p>15 date. And what's the date there?</p> <p>16 A. 11/04/2005.</p> <p>17 Q. Do you see the amount that it says your</p> <p>18 earnings were?</p> <p>19 A. There's a gross amount, yes.</p> <p>20 Q. Do you see the salary? What's the gross</p> <p>21 amount of the salary?</p> <p>22 A. I don't see what you're talking about.</p> <p>23 Q. Right here.</p>	<p style="text-align: right;">Page 248</p> <p>1 says -- immediately under name.</p> <p>2 A. Is that the PDD -- I mean, PPD?</p> <p>3 Q. Yeah. Let's go through each those. There's</p> <p>4 a date that says PPD date.</p> <p>5 A. Uh-huh.</p> <p>6 Q. And what's that date?</p> <p>7 A. November 13th, 2005.</p> <p>8 Q. And then to the right of that, there's a</p> <p>9 check date. What's that date?</p> <p>10 A. I'm sorry. November 18th, 2005.</p> <p>11 Q. Okay. Do you think that the first date might</p> <p>12 be the pay period ending date?</p> <p>13 A. Might be?</p> <p>14 Q. Could it be?</p> <p>15 A. It could be.</p> <p>16 Q. Do you think that the second date, the check</p> <p>17 date is when the check was cut?</p> <p>18 A. Yes.</p> <p>19 Q. Okay. And how much does it show being your</p> <p>20 earnings on that check?</p> <p>21 A. Total earnings?</p> <p>22 Q. Let's go through each type of earnings.</p> <p>23 A. It showed I was paid for eight hours, and</p>
<p style="text-align: right;">Page 247</p> <p>1 A. Oh.</p> <p>2 Q. Yes.</p> <p>3 A. The 292.31.</p> <p>4 Q. Right. Was that an amount that we were</p> <p>5 talking about just a few moments ago?</p> <p>6 A. Yes.</p> <p>7 Q. With respect to --</p> <p>8 A. The seven hours.</p> <p>9 Q. -- the seven hours per week?</p> <p>10 A. Yes.</p> <p>11 Q. And right below that, is there also an amount</p> <p>12 for the bonus to be paid to you?</p> <p>13 A. Yes.</p> <p>14 Q. Is that the \$3800 we were just talking about</p> <p>15 a few moments ago?</p> <p>16 A. Yes.</p> <p>17 Q. Do you think that these might be your pay</p> <p>18 records for your time at Fairfield Inn?</p> <p>19 A. Yes.</p> <p>20 Q. Now, can you flip back to the first page of</p> <p>21 Defendant's Exhibit #20?</p> <p>22 A. Yes.</p> <p>23 Q. Do you see the date of the payment? It</p>	<p style="text-align: right;">Page 249</p> <p>1 then I was paid for some vacation time.</p> <p>2 Q. Okay. Can you flip back to the second page</p> <p>3 of Defendant's Exhibit #20?</p> <p>4 A. Uh-huh.</p> <p>5 Q. Before, when we were looking at the first</p> <p>6 page, we were looking at the PPD date field</p> <p>7 where it said --</p> <p>8 A. Excuse me.</p> <p>9 Q. It had a different date listed there but this</p> <p>10 field, it says it's October 30th, 2005. Do</p> <p>11 you think that's the pay period ending date</p> <p>12 for this paycheck?</p> <p>13 A. If that's what it means. I don't -- I didn't</p> <p>14 prepare this.</p> <p>15 Q. Right. I'm just trying to ask you whether --</p> <p>16 if you have any understanding of this.</p> <p>17 A. My interpretation of it?</p> <p>18 Q. Yeah. If you have any understanding about</p> <p>19 this stuff.</p> <p>20 A. No, I don't. I've never seen this before.</p> <p>21 Q. Okay. Do you think this is accurate for your</p> <p>22 pay records for this particular paycheck?</p> <p>23 A. At this time, I wouldn't -- I wouldn't know</p>

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1 at this time.
 2 Q. Okay. Well let's compare it to Defendant's
 3 Exhibit #18, the first page of Defendant's
 4 Exhibit #18.
 5 A. Uh-huh.
 6 Q. Does it look to be the same information?
 7 A. Hold on just a moment.
 8 Q. Sure.
 9 A. Yes.
 10 Q. Okay. And on the first page of Defendant's
 11 Exhibit #18, does it list an end date?
 12 A. Payroll end date?
 13 Q. Just end date. It says end, right?
 14 A. Yes. October 30th, 2005.
 15 Q. Does it list a check date or a check and then
 16 has a date next to it?
 17 A. November 4th, 2005.
 18 Q. And now let's look back at the second page of
 19 Defendant's Exhibit #20, where it says it has
 20 a PPD date.
 21 A. Yes.
 22 Q. And that's October 30th, 2005, also, right?
 23 A. Correct.

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1 Q. And then the check date is November 4th,
 2 2005. So do you think that matches up
 3 with --
 4 A. Yes.
 5 Q. -- the other document?
 6 A. These two compare, yes.
 7 Q. Okay. So before when you were telling me
 8 that the first page of Defendant's
 9 Exhibit #18 looks to be like your pay stub --
 10 A. Correct.
 11 Q. -- does it look like the second page of
 12 Defendant's Exhibit #20 contains the same
 13 information as what's on your pay stub --
 14 A. Yeah.
 15 Q. -- for that particular date?
 16 A. Yes.
 17 Q. Okay. Let's flip back to the first page of
 18 Defendant's Exhibit #20. Do you have any
 19 reason to doubt that this information
 20 accurately represents what you were paid for
 21 the pay period ending November 13th, 2005,
 22 from the Fairfield Inn?
 23 A. Ask the question again.

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1 Q. Sure. Do you have any reason to doubt that
 2 the first page of Defendant's Exhibit #20
 3 accurately represents what you were paid by
 4 the Fairfield Inn for the pay period ending
 5 November 13, 2005?
 6 A. It looks accurate, but I don't have a pay
 7 stub to compare it to, but --
 8 Q. Okay. I'm just wondering if you have any
 9 reason to doubt that it's accurate.
 10 A. Not at this point.
 11 Q. Okay. Handing you what's been marked as
 12 Defendant's Exhibit #21, if you could take a
 13 moment to review it and let me know when
 14 you're ready to answer some questions.
 15 A. Okay. Just a second.
 16 (Witness reviews document)
 17 A. Okay.
 18 Q. What is Defendant's Exhibit #21?
 19 A. It is an e-mail from Roger Miller.
 20 Q. To who?
 21 A. It came to my home address, so it does have
 22 Mickey and Heather -- or came to -- it looks
 23 like my address. I mean, there's no address

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1 on here, so I don't know, but it says Mickey
 2 and Heather.
 3 Q. Do you think this is an e-mail that Roger
 4 Miller sent to you?
 5 A. It doesn't look like an e-mail.
 6 Q. Other than the formatting issues, do you
 7 think that this is the text of an e-mail that
 8 was sent to you by Roger Miller?
 9 A. I don't recall.
 10 Q. Okay. Do you have any reason to doubt that
 11 this is an e-mail that you would have
 12 received from Roger Miller?
 13 A. I receive lots of e-mails. I don't know. I
 14 don't remember this one.
 15 Q. Okay. But that's not my question. My
 16 question is, do you have any reason to doubt
 17 that this is an e-mail that you received from
 18 Roger Miller?
 19 A. Not that I received. I don't have a doubt
 20 that it's an e-mail from Roger, but I don't
 21 recall receiving it.
 22 Q. Okay. Did you ever ask Roger whether you
 23 could work from home in November of 2004?

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1 A. I was on maternity leave.
 2 Q. November of 2004.
 3 A. 2004. I'm sorry. There were some questions
 4 of being asked to do that, yes.
 5 Q. Okay. Can you read in the second -- excuse
 6 me. The third full sentence in this e-mail,
 7 could you read it? The one that says, As far
 8 as working from home.
 9 A. Uh-huh, I can read it. As far as working
 10 from home in the morning, I have no problems
 11 with it, although Todd is the one who will
 12 make the final decision.
 13 Q. Does that sound like an e-mail that responds
 14 to you about your concerns about working from
 15 home or desire to work from home?
 16 A. Yes.
 17 Q. Okay. Do you think this is an e-mail that
 18 you received from Roger Miller?
 19 A. It could be, yes.
 20 Q. Okay.
 21 A. And the reason for -- can I give a reason
 22 why?
 23 Q. Sure.

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1 A. The working environment that I was given at
 2 the hotel was very small, cramped quarters
 3 and a very loud environment. So one of the
 4 reasons for asking him to work at home either
 5 morning or afternoon was so I could focus not
 6 only on my telemarketing calls, which were
 7 directly communicating with the client, but
 8 also doing Sales Pro. Because it took some,
 9 you know, concentration to enter the
 10 information correctly. Even -- you know, I
 11 was in a workroom is where my office was. I
 12 didn't have a private office or a quiet place
 13 that I could go.
 14 Q. Did you ever speak with Todd about whether
 15 you could work from home after you received
 16 this e-mail?
 17 A. Sure.
 18 Q. What did Todd say?
 19 A. He had no problem with it. I mean, he was
 20 always, as long as, you know, I met my goals.
 21 Q. Ms. Watts, I'm handing you what's been marked
 22 as Defendant's Exhibit #22. Please take a
 23 moment to read it and let me know when you're

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1 ready to answer some questions.
 2 A. Okay.
 3 Q. Okay. What is Defendant's Exhibit #22?
 4 A. It looks like an e-mail. I mean, it -- to
 5 me, it looks like somebody has typed or
 6 copied an e-mail. This doesn't look like
 7 something I typed.
 8 Q. Aside from the formatting issues, does this
 9 look like an e-mail that you sent to Roger
 10 Miller or the text of an e-mail that you sent
 11 to Roger Miller?
 12 A. Yes.
 13 MR. FELLNER: Could we go off the
 14 record for just one second?
 15 (Off-the-record discussion)
 16 Q. Ms. Watts, I'm not sure exactly where we
 17 left, but let's start from the top about
 18 Defendant's Exhibit #22. Have you had an
 19 opportunity to review Defendant's Exhibit
 20 #22?
 21 A. Yes, I have.
 22 Q. What is Defendant's Exhibit #22?
 23 A. It is a -- excuse me -- an e-mail that I sent

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1 to Roger.
 2 Q. Okay. What's the date on Defendant's
 3 Exhibit #22?
 4 A. April 7th of 2005.
 5 Q. Can you read the first paragraph?
 6 A. After our conversation yesterday, I have
 7 taken into consideration my new job offers
 8 and I also consider what it would take to
 9 make me comfortable in staying in my current
 10 position at Fairfield Inn.
 11 Q. That's enough. You mentioned you've taken
 12 into consideration your new job offers. What
 13 new job offers were you referring to?
 14 A. As again, when I told you we had the
 15 hotel/motel associations, I was approached to
 16 take another job.
 17 Q. Was that the one at the Holiday Inn East?
 18 A. Yes.
 19 Q. Any other -- well, it said new job offers,
 20 though.
 21 A. It should just say new job offer.
 22 Q. Okay. So it was one job offer?
 23 A. Correct.

<p style="text-align: right;">Page 258</p> <p>1 Q. And from this paragraph, what I gather -- you 2 tell me if I'm wrong about this. 3 A. Uh-huh. 4 Q. What I gather is that you communicated to 5 Roger Miller that somebody had approached you 6 about employment elsewhere, and you were 7 making a pitch to him about what you wanted 8 in order to stay? 9 A. I'm not sure if it happened exactly like 10 that. I did turn in a notice to Todd. 11 Q. You turned in a notice of resignation? 12 A. Yes, I did. 13 Q. So you resigned. When did you resign? 14 A. During this April time. And Todd is like, 15 No, no, no, we can work this out; what will 16 it take to get you stay; I need you. And we 17 communicated that to Roger. And this is 18 where this came from. 19 Q. What was it that you were asking for in order 20 to stay? 21 A. Basically, more money. I was offered. 22 Q. And it seems that -- you see where it says 23 starting June 1st until maternity leave?</p>	<p style="text-align: right;">Page 260</p> <p>1 that, you were also asking for a \$3,000 per 2 year salary increase? 3 A. Yes. 4 Q. Effective immediately. And the same bonus 5 plan? 6 A. Yes. 7 Q. What was the line immediately below that, 8 55.76 per week, what does that mean? 9 A. I think we were breaking it down of what it 10 would be for a week. The increase would be a 11 week. Roger had asked me, if that's correct, 12 what that 3000 would be per week by week and 13 the additional be each month. 14 Q. Okay. And then could you flip to the next 15 page. See where it says maternity leave? 16 A. Uh-huh. 17 Q. What does it say about maternity leave? 18 A. I was just in the early stages of planning 19 for maternity leave eight to 12 weeks, but I 20 had already given that letter to Todd. 21 Q. What letter are we talking about? 22 A. About the same time we gave the letter to 23 Todd in June -- or I gave him the letter in</p>
<p style="text-align: right;">Page 259</p> <p>1 A. Uh-huh. 2 Q. What were you asking for then? 3 A. To work as best that I could being pregnant. 4 Q. How many hours a week does this add up to, 5 about? 6 A. I would have to get a calculator. 7 Q. We can add this up real quick. I'm going to 8 assume no lunch for Monday through Thursday. 9 A. I mean, I never took, really, much of a 10 lunch. I'm just a go-go person. I may take 11 15 or 20 minutes just to refresh. No. 12 Q. All right. So, from Monday through Thursday, 13 from 8:30 a.m. to 2:00 p.m., is that what you 14 proposing? 15 A. I was proposing, yes. 16 Q. That's about five and a half hours a day, 17 right? 18 A. 8:30 -- yes. 19 Q. Okay. And for Friday, you were proposing 20 seven hours for a day, right? 21 A. Yes. Which I guess that's about, what, 29 22 hours? 23 Q. 29 hours. Okay. You were also -- below</p>	<p style="text-align: right;">Page 261</p> <p>1 June to request the maternity leave. 2 Q. Now, this e-mail is dated April of 2005. 3 A. Yeah. It was way early in my maternity. 4 Q. This e-mail was early in maternity? 5 A. Yes. 6 Q. And then you were starting to make the plans 7 for your maternity leave, right? 8 A. Yes. 9 Q. You were asking for maternity leave of 10 somewhere between eight and 12 weeks? 11 A. Yes. 12 Q. And that you had planned to work up until the 13 day of delivery, right? 14 A. As much as I could, yes. 15 Q. All right. Can you review Defendant's 16 Exhibit #23? 17 A. Okay. 18 Q. Okay. What is Defendant's Exhibit #23? 19 A. It is Roger's reply to the first e-mail we 20 just did. 21 Q. Do you notice how on Defendant's Exhibit #23, 22 the "to" line -- 23 A. I didn't hear your question.</p>

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1 Q. I'm sorry. Do you notice how on Defendant's
2 Exhibit #23, in the e-mail "to" line --
3 A. Uh-huh.
4 Q. -- you see how the name Mickey and Heathe --
5 the R is cut off from Heather?
6 A. Uh-huh.
7 Q. And there's no e-mail address there?
8 A. Correct.
9 Q. Now, do you notice in the bottom right-hand
10 corner, it says Watts versus Hospitality?
11 A. Yes.
12 Q. Remember how we talked earlier today that
13 this is probably a document -- not probably.
14 It is a document that was produced by you or
15 your plaintiff through your attorneys?
16 A. Correct.
17 Q. Right?
18 A. Uh-huh.
19 Q. So this document that you produced, it has no
20 e-mail address for you and the R cut off from
21 your name, right?
22 A. Yes.
23 Q. And that's similar to Defendant's Exhibit

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1 #22, right?
2 A. Yes.
3 Q. And Defendant's Exhibit #21, right?
4 A. Yes. And the reason is, is that Roger nor
5 Todd set me up a personal e-mail; so I was
6 using my own personal e-mail from home.
7 That's why it says that.
8 Q. All right. Can you read for us the paragraph
9 that begins, Based on your past year's?
10 A. Based on your past year's hotel revenue --
11 and that word is revpar, R-E-V-P-A-R --
12 increases, we do feel that the annual
13 increase of \$3,000 is in line effective upon
14 agreement, signature of this e-mail. Next
15 salary review will be on April 10th -- or the
16 week would be April 10th through 14th, 2006.
17 This increase e-mail is not a contract for
18 employment. Present future employment will
19 be based on consistent meeting, exceeding of
20 all budget, room revenues, and sales
21 department Hard Core, other sales,
22 administrative production goals and
23 implementation of goal -- excuse me -- of job

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1 description duties.
2 Q. Okay. So in this e-mail, do you think that
3 Roger agreed to your request for a \$3,000
4 raise?
5 A. He did.
6 Q. And does he say anything about whether this
7 is a contract for employment in this e-mail?
8 A. He says it's not.
9 Q. Did you have any different understanding
10 based on that?
11 A. No.
12 Q. Can you look at Defendant's Exhibit #23 and
13 tell me where in Defendant's Exhibit #23, it
14 says anything about maternity leave?
15 A. It doesn't.
16 Q. Okay. You see the paragraph --
17 A. But note that this in April.
18 Q. Right. Do you see the paragraph that begins,
19 Due to your success? It's right there.
20 A. Yes.
21 Q. Could you read that first sentence there?
22 A. Due to your success and above-mentioned
23 efforts, results, we must maintain your

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1 current 35-hour work schedule as outlined in
2 your job description, which was signed on
3 July 5th, 2004.
4 Q. Okay. And read the next sentence as well.
5 A. With increased -- can I have a piece of
6 paper? I'm sorry.
7 Q. Sure.
8 A. I'm sorry. Where were we?
9 Q. With increased. It's at the end of the
10 second line there.
11 A. I lost it. Okay. I'm sorry.
12 With increased bookings revenue, follow
13 up Sales Pro work involved, increased
14 competition in our market and ever-changing
15 market economic conditions, 35 hours is
16 minimum needed to succeed.
17 Q. Okay. So remember in Defendant's Exhibit
18 #22, you were asking for 29 hours a week
19 approximately?
20 A. Yes.
21 Q. And Roger's response about that was in
22 Defendant's Exhibit #23, right?
23 A. Yes.

<p style="text-align: right;">Page 266</p> <p>1 Q. And he rejected that, right?</p> <p>2 A. Right.</p> <p>3 Q. And he told you, you had to work a minimum of</p> <p>4 35 hours a week.</p> <p>5 A. Which I agreed to do after this e-mail.</p> <p>6 Q. Okay. Did you communicate that to Roger at</p> <p>7 any point?</p> <p>8 A. There should be. I was asked to -- on here,</p> <p>9 I believe, to give a response; and I did.</p> <p>10 Q. All right. I've just handed you what's been</p> <p>11 marked as Defendant's Exhibit #24. Could you</p> <p>12 take a moment to read that and let me know</p> <p>13 when you're ready to answer questions.</p> <p>14 A. I'm ready.</p> <p>15 Q. What is Defendant's Exhibit #24?</p> <p>16 A. It is a letter that I wrote to Todd about my</p> <p>17 maternity leave that he asked me to write to</p> <p>18 him.</p> <p>19 Q. Is this the letter contract that you were</p> <p>20 discussing earlier today?</p> <p>21 A. Yes.</p> <p>22 Q. What does it say about you taking a leave of</p> <p>23 absence?</p>	<p style="text-align: right;">Page 268</p> <p>1 answer some questions.</p> <p>2 A. Okay.</p> <p>3 Q. What is Defendant's Exhibit #25?</p> <p>4 A. It is a letter that I sent to Megan Carter,</p> <p>5 who is with the CVB, which is the Chamber.</p> <p>6 Q. Chamber of Commerce?</p> <p>7 A. Yes.</p> <p>8 Q. Convention Visitors Bureau?</p> <p>9 A. Yes.</p> <p>10 Q. Do you see in there where it says, I will be</p> <p>11 on maternity leave I guess when my water</p> <p>12 breaks, ha, ha, for about eight to 12 weeks?</p> <p>13 A. Uh-huh.</p> <p>14 Q. However, I will still work from home some and</p> <p>15 will have access to e-mail?</p> <p>16 A. Yes.</p> <p>17 Q. So you didn't know this e-mail was sent on</p> <p>18 July 20th, 2005, right?</p> <p>19 A. Uh-huh.</p> <p>20 Q. At the time you sent this e-mail in</p> <p>21 Defendant's Exhibit #25, you didn't quite</p> <p>22 know exactly how long you were planning on</p> <p>23 being out, did you?</p>
<p style="text-align: right;">Page 267</p> <p>1 A. Please accept this letter as my official</p> <p>2 notice of request for maternity leave. I am</p> <p>3 planning on taking six to eight weeks</p> <p>4 depending on my delivery and health of my</p> <p>5 child. I will give you official notice of my</p> <p>6 return after my six-week postpartum</p> <p>7 appointment. I will not be out more than my</p> <p>8 allotted time of 12 weeks under the FMLA.</p> <p>9 Q. Okay.</p> <p>10 A. Keep reading?</p> <p>11 Q. No. That's good enough. Does this</p> <p>12 Defendant's Exhibit #24 give any response by</p> <p>13 the company about your entitlement or</p> <p>14 eligibility for leave under the FMLA?</p> <p>15 A. No. They never contested it either.</p> <p>16 Q. Okay.</p> <p>17 A. They never --</p> <p>18 Q. Did anybody ever respond to you about your</p> <p>19 eligibility for leave under the FMLA?</p> <p>20 A. No. No. No.</p> <p>21 Q. Handing you what's been marked as Defendant's</p> <p>22 Exhibit #25. Could you please take a look at</p> <p>23 it and let me know when you're ready to</p>	<p style="text-align: right;">Page 269</p> <p>1 A. No.</p> <p>2 Q. It might have been as short as eight weeks;</p> <p>3 it might have been as long as 12?</p> <p>4 A. Not as long as 12, no.</p> <p>5 Q. No, you were planning on being out less than</p> <p>6 12?</p> <p>7 A. Correct. I felt that I was protected under</p> <p>8 FMLA, and I knew I had up to 12 weeks. My</p> <p>9 goal was to be back between eight and 10</p> <p>10 weeks or sooner.</p> <p>11 Q. Okay.</p> <p>12 A. And Megan -- the reason that e-mail was sent</p> <p>13 to her is she's in charge of some of the</p> <p>14 large conventions that came here, so I was</p> <p>15 communicating to all of my contacts. And she</p> <p>16 was pregnant at the time, too, so that was</p> <p>17 the reason for the comment.</p> <p>18 Q. I've just handed you what's been marked as</p> <p>19 Defendant's Exhibit #26. Can you take a look</p> <p>20 at that and let me know when you're ready to</p> <p>21 answer some questions?</p> <p>22 A. That's little.</p> <p>23 Q. What is Defendant's Exhibit #26?</p>

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1 A. It was an e-mail that I sent to Todd Epplin.
 2 Q. You see in the second sentence, it's, I talk
 3 to Tandi daily and she seems to -- it says
 4 seemed, but I think you meant to say seems.
 5 A. Correct.
 6 Q. -- seems to have everything under control?
 7 A. Uh-huh.
 8 Q. At that time, when did you send this e-mail?
 9 A. It was sent on August the 16th.
 10 Q. So 2005?
 11 A. Uh-huh.
 12 Q. So this is after you gave birth to Tanner?
 13 A. Yes, or I came home.
 14 Q. You were on leave?
 15 A. Yes.
 16 Q. Were you talking to Tandi Mitchell daily at
 17 that point?
 18 A. Yes, from the time Tanner was born.
 19 Q. Okay. Who was calling who?
 20 A. She called me right after the baby was born.
 21 I talked to her up to -- she came on as
 22 intern prior to me leaving, because I trained
 23 her and worked with her on a daily basis up

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1 to the day that I left on maternity leave.
 2 So I talked to her up to that day, and she
 3 actually called me after -- at the hospital
 4 after I had Tanner. And then we spoke right
 5 before this e-mail.
 6 Q. Okay. Did you talk about work, or was it
 7 social?
 8 A. I always asked her how the hotel was doing,
 9 how were things going.
 10 Q. Okay. So you --
 11 A. Because that was my -- my responsibility to
 12 Roger and to Todd was the communication with
 13 Tandi. It's almost like I managed her while
 14 I was on maternity leave to make sure that
 15 she was doing her part at the hotel. And so
 16 I did; I took the time to ask.
 17 Q. Okay. Do you see that --
 18 A. Oh, I'm sorry.
 19 Q. Hold on one second. No, quite all right. Do
 20 you see that the next sentence says, I heard
 21 that Tammy is there as well?
 22 A. Uh-huh.
 23 Q. Tell her hello and please be sure to give her

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1 my contact information if she needs anything.
 2 A. Correct.
 3 Q. Why did you want Tammy to have your contact
 4 information?
 5 A. Because I was working from home.
 6 Q. Okay. Was that Tammy Dominguez?
 7 A. Yes.
 8 Q. The new general manager that was about to
 9 take over, I guess, or taking over?
 10 A. I did not know that at the time, that she was
 11 coming to be general manager. I did not know
 12 that.
 13 Q. You just knew that she was coming to work at
 14 the Fairfield Inn?
 15 A. I knew she was coming to help, yes.
 16 Q. Got you. I'm handing you what's been marked
 17 as Defendant's Exhibit #27. Take a moment to
 18 look at that.
 19 A. Okay.
 20 Q. What is Defendant's Exhibit #27?
 21 A. It is an e-mail that I sent to Roger.
 22 Q. Okay. Roger Miller?
 23 A. I'm sorry, yes, Roger Miller.

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1 Q. When did you send this e-mail?
 2 A. On August the 21st.
 3 Q. 2005?
 4 A. Yes.
 5 Q. Do you see in the second paragraph there, it
 6 says, I have been keeping in touch with Tandi
 7 almost daily and seems that all is going
 8 well?
 9 A. Uh-huh.
 10 Q. At this point in time when you sent this
 11 e-mail in Defendant's Exhibit #27, had you
 12 been keeping in touch with Tandi almost
 13 daily?
 14 A. Yes.
 15 Q. And who was calling who?
 16 A. It depended. I mean, she lived right down
 17 the street from me, too. And we made a point
 18 to call each other at least daily or every
 19 other day. I mean, she was running her own
 20 business, too --
 21 Q. Right.
 22 A. -- on top of doing Fairfield Inn.
 23 Q. Was it social, work related?

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1 A. No. I mean, it was upon the agreement to be
 2 the intern for the position.
 3 Q. So you called her about work and she called
 4 you about work?
 5 A. Or we e-mailed, yes. She had a -- Roger had
 6 asked on a weekly basis that she turn in
 7 reports or bring reports to me every Tuesday
 8 or at least by every Thursday so that I could
 9 let him know, too, or she was going to let
 10 him know how things were going, because she
 11 did not have access to Sales Pro.
 12 Q. Ms. Watts, I've just handed you what's been
 13 marked as Defendant's Exhibit #28. Let me
 14 know when you're ready to answer some
 15 questions about it.
 16 A. Sure.
 17 (Witness reviews document)
 18 A. Okay. Is there a second page? I'm sorry.
 19 Q. Yes, there is.
 20 A. Okay.
 21 Q. And a third as well.
 22 A. Okay. I recall. Thank you.
 23 Q. Okay. What is Defendant's Exhibit #28?

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1 A. It is an e-mail that I sent to -- actually,
 2 it went to Tammy at the -- just a general
 3 e-mail account that was at the hotel.
 4 Q. Is that the FFI Montgomery GM e-mail account?
 5 A. Yes. Yes.
 6 Q. So anyplace that we see an FFI Montgomery GM,
 7 that was just a general e-mail box that was
 8 used by whom?
 9 A. Todd or Tammy. And then Tammy also still, I
 10 think, had a Portland, Maine -- there may be
 11 some documentation of that -- where she came
 12 from.
 13 Q. Okay.
 14 A. So -- but this is Tammy Dominguez, yes.
 15 Q. And so the only way to tell would either
 16 be -- the only way to tell whether it was
 17 sent by -- whether the FFI Montgomery GM
 18 e-mail box was used by Todd or Tammy would be
 19 to look in the text of the e-mail or the date
 20 of e-mail; is that right?
 21 A. Correct.
 22 Q. This one it looks like from the very first
 23 line -- it says, Thanks, Tammy.

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1 A. Yes.
 2 Q. So this one was sent to Tammy?
 3 A. Yes.
 4 Q. So you sent this e-mail to Tammy?
 5 A. Uh-huh.
 6 Q. Do you see in the third full paragraph,
 7 Please let me know how things are going with
 8 Tandi. She has lots of responsibility while
 9 I am gone, and I want to make sure that she
 10 is doing what is expected.
 11 A. Uh-huh.
 12 Q. Why did you want to make sure that she was
 13 doing what was expected?
 14 A. Because that was my expectation that was
 15 given by Roger. She had a job description,
 16 and she communicated to -- to Tammy, too.
 17 And I was just trying -- actually, I was
 18 trying to combine the circle of us all three
 19 communicating.
 20 Q. Okay. You see in the fourth full paragraph,
 21 it says, I know I am on maternity leave, but
 22 I am willing to do what needs to be done.
 23 A. Yes.

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1 Q. I have worked so hard over the years for our
 2 business and I don't want to fail.
 3 A. Uh-huh.
 4 Q. I truly believe in our property.
 5 A. Correct.
 6 Q. Why did you write that?
 7 A. I was letting her know that even though I was
 8 away, that I was dedicated to do my job. I
 9 mean, I physically could not be there.
 10 Q. Did you want to continue working during your
 11 leave on this to try to help?
 12 A. Yeah. Well, Roger gave me an option to
 13 either let Tandi completely handle the
 14 internship or to try to keep my hands in it,
 15 meaning being able to put things in Sales Pro
 16 or, you know, keeping, you know, the revenue
 17 going. So I opted -- when he said, well, we
 18 can pay you the seven hours a week, but this
 19 is what I expect of you is to make sure that
 20 Tandi is keeping the hotel booked and
 21 maintaining the business.
 22 Q. Okay. And you chose the latter?
 23 A. I did. I had worked so hard to get it where

<p style="text-align: right;">Page 278</p> <p>1 it was, so I felt strongly about that.</p> <p>2 Q. All right. Handing you what's been marked as</p> <p>3 Defendant's Exhibit #29.</p> <p>4 A. Uh-huh.</p> <p>5 Q. Take a moment to read that and let me know</p> <p>6 when you're ready to answer some questions.</p> <p>7 A. Okay.</p> <p>8 Q. What is Defendant's Exhibit #29?</p> <p>9 A. It is an e-mail that I sent to Roger on</p> <p>10 August the 29th -- I'm sorry -- yes, August</p> <p>11 the 29th, '05.</p> <p>12 Q. 2005?</p> <p>13 A. Yes.</p> <p>14 Q. Does this e-mail talk about when you would be</p> <p>15 released to return to work?</p> <p>16 A. Let me refer again, please.</p> <p>17 Q. Sure.</p> <p>18 A. I didn't give any specific date. I just told</p> <p>19 him I had a follow-up appointment on</p> <p>20 September 27th and, hopefully, all will go</p> <p>21 well and I will be released to return to</p> <p>22 work.</p> <p>23 Q. It says, If all goes well, I will be back on</p>	<p style="text-align: right;">Page 280</p> <p>1 care that you have available to you for</p> <p>2 Tanner when you were preparing to return to</p> <p>3 work is this Tuesday, Wednesday, Thursday,</p> <p>4 8 a.m. to 2:30 p.m., right?</p> <p>5 A. Besides my family.</p> <p>6 Q. Besides your family.</p> <p>7 A. But, again, this is early in August.</p> <p>8 Q. I'm just asking about this point in time.</p> <p>9 A. Correct.</p> <p>10 Q. Okay. At this point in time, you said that</p> <p>11 the day care that you have available to you</p> <p>12 is three days a week from 8:30 a.m. to</p> <p>13 2:30 -- from 8 a.m. to 2:30 p.m., right?</p> <p>14 A. Uh-huh.</p> <p>15 Q. Now, you said that your family was available,</p> <p>16 too, just a second ago, right?</p> <p>17 A. Correct.</p> <p>18 Q. How was your family available to you on</p> <p>19 August 29th, 2005, to help with the child</p> <p>20 care?</p> <p>21 A. How were they?</p> <p>22 Q. Yeah.</p> <p>23 A. They volunteered.</p>
<p style="text-align: right;">Page 279</p> <p>1 October 3rd or October 10th and sooner if I</p> <p>2 can?</p> <p>3 A. Correct.</p> <p>4 Q. Was that what your goal was, to try to get</p> <p>5 back October 3rd or 10th and possibly even</p> <p>6 sooner?</p> <p>7 A. Yeah.</p> <p>8 Q. Okay. Could you read the next paragraph for</p> <p>9 us, please?</p> <p>10 A. We have one major issue, and that is child</p> <p>11 care. We have been on the waiting list since</p> <p>12 January 3rd at three different schools. We</p> <p>13 have not been guaranteed a spot. We are</p> <p>14 waiting for an opening. I may have to work</p> <p>15 with you on my return -- return hours since I</p> <p>16 can only find a Mother's Day Out program for</p> <p>17 Tanner. There is a good one that has an</p> <p>18 opening three days a week Tuesday, Wednesday,</p> <p>19 Thursday, from 8 to 2:30; and possibly they</p> <p>20 will have an opening for Monday soon. The</p> <p>21 school is closed on Friday.</p> <p>22 Q. Okay. So at this point in time on</p> <p>23 August 29th, 2005, there -- the only child</p>	<p style="text-align: right;">Page 281</p> <p>1 Q. Okay. What were they going to do?</p> <p>2 A. They knew that we were trying to find child</p> <p>3 care; and they said, If things don't work</p> <p>4 out, we'll take care of it.</p> <p>5 Q. Were they going to --</p> <p>6 A. My goal was to get me back to work.</p> <p>7 Q. Was your family going to be able to allow you</p> <p>8 to work full-time?</p> <p>9 A. My 35 hours.</p> <p>10 Q. As of this date, August 29th, 2005, was your</p> <p>11 family going to be able to --</p> <p>12 A. I would say yes.</p> <p>13 Q. You would say yes, but do you know for sure?</p> <p>14 A. Never turned me down or doubted me now.</p> <p>15 Q. Have you ever discussed it with them?</p> <p>16 A. Yes.</p> <p>17 Q. By August 29th, 2005, you had discussed it</p> <p>18 with them that they were going to have to</p> <p>19 provide child care all day on Monday, all day</p> <p>20 Friday, and whatever other times after 2:30?</p> <p>21 A. My grandmother was very open to that.</p> <p>22 Q. That wasn't my question. By August 29th,</p> <p>23 2005, had you discussed with your family</p>

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1 members that they were going to have to
 2 provide child care for Tanner all day Monday,
 3 all day Friday, and after 2:30 p.m. on
 4 Tuesday, Wednesday, Thursday?
 5 A. Yes.
 6 Q. You had?
 7 A. Yes.
 8 Q. Which family member?
 9 A. My grandmother.
 10 Q. Which grandmother?
 11 A. Frances Taylor.
 12 Q. You realize I'm most likely going to depose
 13 Frances Taylor now, right?
 14 A. Not a problem.
 15 Q. Okay. But you realize also in this e-mail,
 16 you don't say anything about Frances Taylor,
 17 do you?
 18 A. I do.
 19 Q. You do?
 20 A. I mean, I realize that.
 21 Q. Okay.
 22 A. I'm just waiting on the next one. Thank you.
 23 (Witness reviews document)

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1 A. Okay.
 2 Q. All right. What is Defendant's Exhibit #30?
 3 A. It is an e-mail from Roger Miller to me.
 4 Q. Is it in response to an e-mail that you had
 5 sent to him previously?
 6 A. I was trying to figure that out, but it -- it
 7 seems from his conversation, yes.
 8 Q. Do you see at the bottom here, it says
 9 original message?
 10 A. Yes.
 11 Q. And it looks like that's an e-mail from you
 12 to Roger Miller with your signature block
 13 there?
 14 A. Uh-huh.
 15 Q. Were you sending a document containing sales
 16 goals to Roger Miller in that first e-mail?
 17 A. Okay. I'm confused with your question, and I
 18 needed to read it again. I'm sorry.
 19 Q. In this, first, the original message that you
 20 sent to Roger Miller?
 21 A. Uh-huh.
 22 Q. That looks like it's on Defendant's
 23 Exhibit #30. Do you have any idea what that

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1 e-mail was about?
 2 A. It was about them trying to get me to come
 3 back to work.
 4 Q. The original e-mail. That's all I'm talking
 5 about.
 6 A. Oh. I don't -- I don't recall.
 7 Q. Okay. Is it possible that it was you sending
 8 your sales goals for the Montgomery Fairfield
 9 Inn?
 10 A. That's what the subject line says.
 11 Q. Okay. Do you think that that's what it was?
 12 A. I assume.
 13 Q. Did you used to prepare sales goals for
 14 Montgomery Fairfield Inn?
 15 A. Uh-huh.
 16 Q. Did you prepare them in Excel, Microsoft
 17 Excel?
 18 A. It was something that I worked directly with
 19 Roger or Todd, and I believe it was an Excel
 20 file.
 21 Q. Is it possible that that original message
 22 right there that you sent to Roger Miller on
 23 Thursday, September 22nd, 2005, was those

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1 sales goals?
 2 A. Yes.
 3 Q. Okay. And do you see above the e-mail
 4 response that you received from Roger?
 5 A. Uh-huh.
 6 Q. Do you see in the second sentence, he says,
 7 The above was submitted based on a
 8 three-day/eight-hour work week? Is that
 9 what -- the sales goals you submitted to
 10 Roger?
 11 A. I don't recall.
 12 Q. Okay. Is it possible you submitted to Roger
 13 sales goals of you working three days, eight
 14 hours, a week?
 15 A. I think Tammy was asking me or trying to get
 16 me to come back. And we were trying to
 17 negotiate what those goals would be if I was
 18 able to come back working a three-day week.
 19 That's all I remember.
 20 Q. Okay. Do you have any reason to doubt that
 21 you submitted sales goals to Roger Miller on
 22 September 22nd, 2005, with you working three
 23 days a week?

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1 A. No.
 2 Q. You have no reason to doubt that, right?
 3 A. Unh-unh.
 4 Q. And Roger also said in response, As indicated
 5 during our telephone conversation today, we
 6 need the three days to return to five as soon
 7 as possible.
 8 A. Uh-huh.
 9 Q. Do you see that?
 10 A. Yes.
 11 Q. Okay. I'm handing you what's been marked
 12 Defendant's Exhibit #31 to aid you a little
 13 bit. You'll notice that from the middle of
 14 the first page on Defendant's Exhibit #31,
 15 it's similar to -- it's actually the same as
 16 the one that we were just looking at.
 17 A. Okay.
 18 Q. And then the things above it are follow-up
 19 communication.
 20 A. Okay.
 21 Q. Please take your time to review it and let me
 22 know when you're ready to answer some
 23 questions about it.

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1 (Witness reviews document)
 2 A. So it would be best to read it this way, is
 3 what you're saying, as how it's put together?
 4 This was what --
 5 Q. My thought with e-mails is always, probably,
 6 if it's a string of e-mails --
 7 A. To read it backwards.
 8 Q. -- it's always easiest to read it from the
 9 bottom up.
 10 A. But Exhibit #31 is the same as what #30 was
 11 from the bottom?
 12 Q. A portion of it is the same, yes.
 13 A. Okay. Okay.
 14 Q. But if you believe otherwise, you can tell me
 15 that.
 16 A. Okay. Thank you.
 17 (Witness reviews document)
 18 Q. Have you had a chance to review Defendant's
 19 Exhibit #31?
 20 A. Yes.
 21 Q. What is Defendant's Exhibit #31?
 22 A. It's an e-mail -- a string of e-mails sent on
 23 September 22nd.

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1 Q. It's back and forth between yourself, Roger
 2 Miller, Tammy Dominguez, and some other
 3 folks, right?
 4 A. Mainly, I guess it's from me and Roger.
 5 Q. Okay. Now, we were talking before about how
 6 a portion of Defendant's Exhibit #31 --
 7 A. Uh-huh.
 8 Q. -- appears to be the same as what was in
 9 Defendant's Exhibit #30; is that correct?
 10 A. Correct.
 11 Q. So when Roger was saying that your sales
 12 goals were submitted based on a three-day,
 13 eight-hour-per-day work week --
 14 A. That was during maternity leave.
 15 Q. Right. And then you responded to that,
 16 didn't you?
 17 A. Uh-huh.
 18 Q. How did you respond?
 19 A. I responded that I would work a 35-hour work
 20 week.
 21 Q. Going full-time, right?
 22 A. Uh-huh.
 23 Q. And then up above that, Roger responded to

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1 you again, right?
 2 A. Yes.
 3 Q. And what did he say?
 4 A. You are correct.
 5 Q. Thirty-five hours, seven days -- seven hours
 6 per day five days a week, right?
 7 A. Uh-huh.
 8 Q. And that was for when you got back to
 9 full-time; is that correct?
 10 A. Yes. Which was my understanding at the end
 11 of my maternity leave.
 12 Q. Okay. I'm handing you what's been marked as
 13 Defendant's Exhibit #32.
 14 (Witness reviews document)
 15 Q. What is Defendant's Exhibit #32?
 16 A. It is an e-mail from Tammy to me.
 17 Q. It's a string of e-mails actually, isn't it?
 18 A. Correct.
 19 Q. Okay. And attached to this string of
 20 e-mails -- if you could flip to page 0104 at
 21 the bottom right-hand corner?
 22 A. Uh-huh.
 23 Q. -- what is that page and the page immediately

<p style="text-align: right;">Page 290</p> <p>1 following it?</p> <p>2 A. A Sales Pro activity.</p> <p>3 Q. Is this the sales goals that you were talking</p> <p>4 about before?</p> <p>5 A. I don't recall.</p> <p>6 Q. Is it possible that it is?</p> <p>7 A. Yes.</p> <p>8 Q. Does this look like --</p> <p>9 A. It's not a goal; it's an activity report.</p> <p>10 Q. Okay. That goes -- on this chart, it shows</p> <p>11 three days for you; is that correct?</p> <p>12 A. Uh-huh.</p> <p>13 Q. And that's what we were talking about before,</p> <p>14 right?</p> <p>15 A. Yes.</p> <p>16 Q. That you were going to be working three days,</p> <p>17 right? Does this look like it might have</p> <p>18 been prepared in Microsoft Excel?</p> <p>19 A. No. It's a Sales Pro. Wait, wait, wait.</p> <p>20 I -- it may be something that Carol produced,</p> <p>21 or Roger. So it does look like an Excel, I'm</p> <p>22 sorry. But the Sales Pro reports are very</p> <p>23 similar.</p>	<p style="text-align: right;">Page 292</p> <p>1 A. I was just making sure what it said.</p> <p>2 Q. At the bottom of the first point of</p> <p>3 Defendant's Exhibit #32, do you see that last</p> <p>4 full paragraph?</p> <p>5 A. Uh-huh.</p> <p>6 Q. It begins, I also need to talk.</p> <p>7 A. Uh-huh.</p> <p>8 Q. It says, I also need to talk to you about</p> <p>9 your schedule as well. You had mentioned you</p> <p>10 were going to be working one and one half</p> <p>11 days in the hotel and one and one half days</p> <p>12 at home. It is my understanding you are to</p> <p>13 be working three full seven-hour shifts in</p> <p>14 the hotel and not at home. We need to</p> <p>15 discuss this further. If you will not be</p> <p>16 working three seven-hour shifts in the hotel,</p> <p>17 the company will not be paying you for three</p> <p>18 days. We will pay you for the time you</p> <p>19 actually work in the hotel. If you are not</p> <p>20 able to come back three full days, we need to</p> <p>21 consider where to go from here. At this</p> <p>22 point, I'm not willing to say Tandi is done</p> <p>23 on September 30th unless you are going to be</p>
<p style="text-align: right;">Page 291</p> <p>1 Q. If you turn back to the second page of</p> <p>2 Defendant's Exhibit #32, do you see that</p> <p>3 first e-mail in this string, the second page</p> <p>4 of Defendant's Exhibit #32?</p> <p>5 A. Yes.</p> <p>6 Q. That's an e-mail that's from you to FFI</p> <p>7 Montgomery GM. That's Tammy, right?</p> <p>8 A. Uh-huh.</p> <p>9 Q. And Roger Miller, right?</p> <p>10 A. Uh-huh.</p> <p>11 Q. And it's got revised sales goals as the</p> <p>12 subject line?</p> <p>13 A. Correct.</p> <p>14 Q. Do you think that this e-mail is sending your</p> <p>15 revised sales goals after the previous</p> <p>16 comments you had received from Tammy and</p> <p>17 Roger?</p> <p>18 A. I think I was proposing what to -- what could</p> <p>19 be accomplished in a three-day work week.</p> <p>20 Q. At the bottom of the first page of</p> <p>21 Defendant's Exhibit #32 --</p> <p>22 A. Uh-huh.</p> <p>23 Q. I'm sorry. Are you reviewing that?</p>	<p style="text-align: right;">Page 293</p> <p>1 working three days in the hotel.</p> <p>2 And that was Tammy writing that to you;</p> <p>3 is that correct?</p> <p>4 A. Right.</p> <p>5 Q. Okay. Was Tandi supposed to be finished at</p> <p>6 the hotel on September 30th?</p> <p>7 A. My understanding and what we had agreed upon</p> <p>8 was at the end of my 12 weeks.</p> <p>9 Q. Twelve weeks? Why does Tammy think here that</p> <p>10 Tandi might have been done as early as</p> <p>11 September 30th?</p> <p>12 A. It may have been something that she</p> <p>13 communicated to her. I have no idea, not</p> <p>14 that I recall.</p> <p>15 Q. You haven't been involved in any discussions</p> <p>16 at this point that you were going to come</p> <p>17 back early and Tandi was going to leave</p> <p>18 early, possibly around September 30th?</p> <p>19 A. We had talked about it, yes.</p> <p>20 Q. Yeah? Okay. And at least at this point, it</p> <p>21 was a possibility that you were going to be</p> <p>22 coming back three days a week?</p> <p>23 A. That's what she was trying to get me to do,</p>

<p style="text-align: right;">Page 294</p> <p>1 yes.</p> <p>2 Q. Well, you had actually proposed it earlier,</p> <p>3 hadn't you?</p> <p>4 A. Right.</p> <p>5 Q. And that was going to be one and a half days</p> <p>6 at the hotel and one and a half days at home?</p> <p>7 A. Correct.</p> <p>8 Q. But that was rejected.</p> <p>9 A. Correct.</p> <p>10 Q. Because they wanted you to work all three</p> <p>11 days at the hotel, right?</p> <p>12 A. Correct.</p> <p>13 Q. Okay. I'm handing you what's been marked as</p> <p>14 Defendant's Exhibit #33. Take at a moment to</p> <p>15 review that and let me know when you're ready</p> <p>16 to answer some questions.</p> <p>17 A. Okay.</p> <p>18 Q. What is Defendant's Exhibit #33?</p> <p>19 A. It was a letter to -- or excuse me -- an</p> <p>20 e-mail to Tammy.</p> <p>21 Q. From who?</p> <p>22 A. From me.</p> <p>23 Q. When did you send this?</p>	<p style="text-align: right;">Page 296</p> <p>1 Q. You see that -- I guess it's the third full</p> <p>2 paragraph that says, My original plan?</p> <p>3 A. Uh-huh.</p> <p>4 Q. It says, My original plan was to come back</p> <p>5 between eight to ten weeks per my discussion</p> <p>6 with Roger?</p> <p>7 A. Uh-huh.</p> <p>8 Q. Was that your original plan, to come back in</p> <p>9 eight to ten weeks?</p> <p>10 A. My goal was to get back as soon as I was</p> <p>11 able.</p> <p>12 Q. Okay. The next sentence says, I will keep</p> <p>13 you posted weekly if I am able to come back</p> <p>14 sooner.</p> <p>15 A. Correct.</p> <p>16 Q. You were going to try and come back sooner if</p> <p>17 possible?</p> <p>18 A. If possible, yes.</p> <p>19 Q. I'm still willing to do all I can at home as</p> <p>20 in the original plan with Todd and Roger. I</p> <p>21 can still do my seven-plus hours a week,</p> <p>22 continue to work on the marketing plan, and</p> <p>23 continue to work directly with Tandi and</p>
<p style="text-align: right;">Page 295</p> <p>1 A. On September 27th.</p> <p>2 Q. 2005?</p> <p>3 A. Correct.</p> <p>4 Q. And you say, Tammy, after our discussion on</p> <p>5 Friday, there has been some change that I</p> <p>6 would like to request in my schedule. And</p> <p>7 then the change is -- and I'm paraphrasing</p> <p>8 here, but you tell me if I'm misunderstanding</p> <p>9 it, but the change is that Tanner got another</p> <p>10 ear infection.</p> <p>11 A. Correct.</p> <p>12 Q. And the doctor recommended that you keep him</p> <p>13 out of day care.</p> <p>14 A. Uh-huh.</p> <p>15 Q. And you were requesting to extend your leave</p> <p>16 of absence for 12 weeks?</p> <p>17 A. Up to 12.</p> <p>18 Q. Up to 12 weeks. So rather than coming back</p> <p>19 earlier, as you were previously discussing in</p> <p>20 the couple of e-mails past that we just</p> <p>21 reviewed, you now want to delay it out 12</p> <p>22 weeks?</p> <p>23 A. I was requesting.</p>	<p style="text-align: right;">Page 297</p> <p>1 maintain Sales Pro. Do you see all that?</p> <p>2 A. Uh-huh.</p> <p>3 Q. Was that what your plan was at that point in</p> <p>4 time?</p> <p>5 A. That was also my original plan.</p> <p>6 Q. Wait a minute. The original plan says to</p> <p>7 come back between eight to ten weeks.</p> <p>8 A. Right.</p> <p>9 Q. Okay. That was the original plan, right?</p> <p>10 A. I'm sorry. I thought that's what your</p> <p>11 question was.</p> <p>12 Q. Okay. The original plan was to come back</p> <p>13 eight to ten weeks.</p> <p>14 A. Correct.</p> <p>15 Q. Then at this point, you wanted to change it</p> <p>16 to come back at 12 weeks now?</p> <p>17 A. Right.</p> <p>18 Q. Okay. But you still wanted to do your seven</p> <p>19 hours a week at home?</p> <p>20 A. Correct.</p> <p>21 Q. And you would try to come back sooner if</p> <p>22 possible.</p> <p>23 A. Correct. But please note that, again, I felt</p>

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1 that I was -- or I was under the assumption
 2 that I was under FMLA and that I was
 3 protected up to my 12 weeks.
 4 Q. Okay. Handing you what has been marked as
 5 Defendant's Exhibit #34. Take a moment to
 6 read that and let me know when you're ready
 7 to answer some questions.
 8 A. Okay.
 9 Q. What is Defendant's Exhibit #34?
 10 A. It is an e-mail on November 2nd, 2005, that I
 11 sent to Roger.
 12 Q. It's actually a string of e-mails, isn't it?
 13 A. Well, yes. I didn't see the top. Yes.
 14 Q. The first e-mail is an e-mail that you sent
 15 to Roger Miller on November 2nd, 2005; and
 16 then the second e-mail is an e-mail that you
 17 sent to Roger Miller on November 3rd, 2005,
 18 right?
 19 A. Correct.
 20 Q. And in that first e-mail, you say, Roger,
 21 good evening. My last conversation with
 22 Tammy this afternoon at 4 p.m. 11/2/05, she
 23 stated she was now no longer going to give me

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1 an option to return to my 35 hours a week
 2 upon my return from maternity leave on
 3 November 9th or my request to let her know by
 4 Friday, November 4th, if I can return to my
 5 full-time status.
 6 A. That's because she was trying to get me to
 7 come back to 40 hours a week.
 8 Q. Okay.
 9 A. Because there is a typo in this e-mail.
 10 Q. What's the typo?
 11 A. In the second paragraph. Just one second,
 12 please.
 13 I'm sorry. That must be a prior --
 14 another conversation. No typo.
 15 Q. There's no typo. Okay. So in that first
 16 paragraph, which is saying that Tammy is not
 17 going to give you the option to return to 35
 18 hours a week because she wants you to come
 19 back full-time --
 20 A. Correct.
 21 Q. She's not going to let you -- and you had
 22 asked -- is it correct, based on reading this
 23 paragraph, that you did ask Tammy to let you

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1 tell her by Friday, November 4th, whether you
 2 would be able to return to full-time status?
 3 A. And that full-time status was that she was
 4 trying to get me to come back at 40 hours a
 5 week in the conversation that I had with her.
 6 Q. Okay. But you asked -- you asked her to
 7 let -- that you -- hold on. Let me get a
 8 clear question for you.
 9 You asked Tammy if you could let her
 10 know by Friday, November 4th, whether you
 11 would be able to return to full-time status,
 12 meaning 40 hours a week?
 13 A. Correct.
 14 Q. Okay.
 15 A. She stated with her being the new general
 16 manager, that that was her expectation.
 17 Q. Okay. You see in the second paragraph there,
 18 it says, Also, I requested from a prior
 19 conversation this morning that I needed more
 20 time than by 5 p.m. today to let her know --
 21 and her being Tammy, right?
 22 A. Uh-huh.
 23 Q. -- let her know that I would be returning to

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1 my 35 hours on November 9th. Excuse me. I
 2 misread that. It says more time than by
 3 5 p.m. today to let her know if I would be
 4 returning to my 35 hours on November 9th. Do
 5 you see that?
 6 A. Uh-huh.
 7 Q. So why would you need more than the end of
 8 the day on November 2nd whether you would be
 9 returning to your 35 hours on November 9th?
 10 A. Okay. Repeat your question.
 11 Q. Sure. The first sentence of that second
 12 paragraph, you say that you would need more
 13 time than by 5 p.m. on November 2nd in order
 14 to let Tammy know whether you're going to be
 15 able to work 35 hours a week starting
 16 November 9th.
 17 A. And that's -- again, I apologize, that is the
 18 typo. It was that she was wanting me to do
 19 the 40 hours a week.
 20 Q. Oh, that's a typo there? You should have
 21 written 40?
 22 A. 40.
 23 Q. All of a sudden, now, that this is wrong;

<p style="text-align: right;">Page 302</p> <p>1 this is supposed to be 40 hours?</p> <p>2 A. Not all of a sudden. It's just that that was</p> <p>3 our conversation on the phone.</p> <p>4 Q. Really? Because that's kind of an important</p> <p>5 typo, don't you think? Don't you think you</p> <p>6 would have gotten that right if that was the</p> <p>7 real issue?</p> <p>8 A. I think that this was the day that I was</p> <p>9 terminated, and I was in shock that a company</p> <p>10 would do this to me after what I had been</p> <p>11 dedicated to them, that they would turn</p> <p>12 around and terminate me.</p> <p>13 Q. Okay. Anything else?</p> <p>14 A. No.</p> <p>15 Q. But you say 35 in that first paragraph, too.</p> <p>16 A. Because that was my -- my hours of being --</p> <p>17 or my job agreement was the 35.</p> <p>18 Q. Well, you say down below here to let her know</p> <p>19 if I would be returning to my 35 hours,</p> <p>20 also.</p> <p>21 A. And that's where I believe that I should have</p> <p>22 wrote that I was trying to explain that he</p> <p>23 was -- she was trying to tell me the 40 hours</p>	<p style="text-align: right;">Page 304</p> <p>1 wrote 35 hours. You were asking Roger</p> <p>2 that -- you said she wouldn't let you know</p> <p>3 whether you would be returning to 35 hours?</p> <p>4 A. Correct.</p> <p>5 Q. And what's the next sentence say? Read that</p> <p>6 for us.</p> <p>7 A. Which paragraph are you in?</p> <p>8 Q. Same paragraph: I told her.</p> <p>9 A. I told her that I would call my church and</p> <p>10 family members to see if I could get some</p> <p>11 additional -- I meant to put additional help</p> <p>12 stating the 40 hours.</p> <p>13 Q. But you didn't put that in there, did you?</p> <p>14 A. Correct.</p> <p>15 Q. You just said, I told her I would call my</p> <p>16 church and family members to see if I could</p> <p>17 get some help.</p> <p>18 A. Correct.</p> <p>19 Q. What's the next sentence say?</p> <p>20 A. It was my understanding that she was going to</p> <p>21 be able to work with me and my schedule.</p> <p>22 Q. Continue on.</p> <p>23 A. Just -- in parentheses, it says, Just last</p>
<p style="text-align: right;">Page 303</p> <p>1 a week.</p> <p>2 Q. Now, just before you started saying that it</p> <p>3 was supposed to be 40 hours, your attorney</p> <p>4 pointed out that she believed that that was a</p> <p>5 typo, right?</p> <p>6 A. There's something else.</p> <p>7 MS. DUNCAN: It was another typo.</p> <p>8 A. There was another typo.</p> <p>9 Q. What was the other typo?</p> <p>10 MS. DUNCAN: Should be "my" instead of</p> <p>11 "by" boss in the next-to-the-last</p> <p>12 line in the same paragraph.</p> <p>13 MR. FELLNER: Okay.</p> <p>14 Q. Anyway, so all of a sudden, now, these two</p> <p>15 35s that talk about your hours at the</p> <p>16 company, one of them is supposed to be 40 and</p> <p>17 the other one is supposed to be 35?</p> <p>18 A. Correct.</p> <p>19 Q. Really?</p> <p>20 A. I answered correct.</p> <p>21 Q. Okay. But this says 35, doesn't it?</p> <p>22 A. It does.</p> <p>23 Q. All right. And here you wrote this and you</p>	<p style="text-align: right;">Page 305</p> <p>1 week in our in-house meeting, in hopes that I</p> <p>2 could have full-time -- full-time child care</p> <p>3 in January. Meaning --</p> <p>4 Q. By January.</p> <p>5 A. By January. Meaning that my grandmother</p> <p>6 would not have to care for the children in</p> <p>7 the afternoons and on Friday.</p> <p>8 Q. This e-mail indicates that you don't have</p> <p>9 full-time child care, right?</p> <p>10 A. That would cover a 40-hour week.</p> <p>11 Q. Okay. And continue on with the next</p> <p>12 sentence.</p> <p>13 A. And the reason I have not spoken to you about</p> <p>14 this, because you told me several weeks ago</p> <p>15 that you were no longer my boss and I needed</p> <p>16 to speak directly to Tammy.</p> <p>17 Q. Do you remember earlier today, we reviewed</p> <p>18 another document about you working from</p> <p>19 home?</p> <p>20 A. Uh-huh.</p> <p>21 Q. An e-mail between you and Roger Miller?</p> <p>22 A. Yes.</p> <p>23 Q. And what did Roger Miller say in that e-mail?</p>

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1 A. I don't recall.
 2 Q. Did he say that he was okay with you working
 3 from home?
 4 A. Yes.
 5 Q. But who had to make the decision?
 6 A. Todd Epplin.
 7 Q. Who is Todd Epplin?
 8 A. He was the general manager.
 9 Q. So he told you that -- Roger Miller told you,
 10 when you asked Roger whether you could work
 11 from home, he didn't mind; but you had to get
 12 it approved by the general manager of the
 13 property, right?
 14 A. Right.
 15 Q. Okay. And in this last sentence that you
 16 just read, you said that you hadn't spoken to
 17 him about any of these issues because he told
 18 you that you had to work this out with Tammy,
 19 right?
 20 A. Right.
 21 Q. And that Tammy was your boss, right?
 22 A. Right.
 23 Q. And Tammy, according to you, told you that

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1 you needed to work 40 hours a week, right?
 2 A. Correct.
 3 Q. But in this e-mail, you only say 35, right?
 4 A. Correct.
 5 Q. And in this e-mail, you say you don't have
 6 full-time child care.
 7 A. I said that I was trying to get full-time
 8 child care by January. I had -- I have -- at
 9 the time I had child care.
 10 Q. You had child care, but not full-time child
 11 care, right?
 12 A. Well, I did, but it was using my grandmother.
 13 My point was not to.
 14 Q. So why do you say in here, in hopes that I
 15 could have full-time child care by January?
 16 A. That way, there would not be any question of
 17 having to work from home or leave early or,
 18 you know, any adjustment to my schedule.
 19 Q. I mean this e-mail says what it says, right?
 20 A. It does.
 21 Q. It says you didn't have full time child care,
 22 right?
 23 A. But I did have full-time child care.

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1 Q. Oh, you did? But you just didn't decide to
 2 tell that to Roger, right?
 3 A. I told Roger where my children were.
 4 Q. Where does it say in this e-mail --
 5 A. It doesn't say it in this e-mail.
 6 Q. Why not? Don't you think that's important?
 7 Wouldn't you put that in there?
 8 A. If you will notice, that it was written at
 9 9:38 p.m. at night; and this was after the
 10 fact that I had been terminated.
 11 Q. Well, it's important that you have the child
 12 care, right?
 13 A. But that doesn't question my ability to do my
 14 job.
 15 Q. Well, no, no, no. It does, because --
 16 A. No, it doesn't.
 17 Q. Well, wait a minute. Hold on. You said that
 18 you couldn't do this job because you didn't
 19 have full-time child care.
 20 A. I didn't say that I couldn't do the job.
 21 Q. It says you don't have full-time child care,
 22 right?
 23 A. But it did not say that I could not do my

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1 job.
 2 Q. It says you don't have full-time child care,
 3 right?
 4 A. Correct.
 5 Q. Okay. Now, and it says that, It was my
 6 understanding she was going to be able to
 7 work with me and my schedule in hopes -- I'm
 8 going to skip the parentheses part -- in
 9 hopes that I could have full-time child care
 10 by January. So what you were asking for was
 11 an accommodation on your schedule because you
 12 didn't have full-time child care at least
 13 until January.
 14 A. No.
 15 Q. Am I misreading this?
 16 A. I guess everybody can interpret it how they
 17 would like, but --
 18 Q. Well, how should we interpret this?
 19 A. I don't want to comment.
 20 Q. Well, I mean, this is your e-mail.
 21 A. I told you I didn't have another comment.
 22 Q. Okay. So this e-mail just flat out says you
 23 do not have full-time child care. Is that

<p style="text-align: right;">Page 310</p> <p>1 what it says?</p> <p>2 A. But I did have child care.</p> <p>3 Q. I'm not asking you that.</p> <p>4 A. The e-mail says that --</p> <p>5 Q. What I'm asking you is the e-mail says you do</p> <p>6 not have full-time child care until January,</p> <p>7 right?</p> <p>8 A. No.</p> <p>9 Q. I'm just asking you what it says.</p> <p>10 MS. DUNCAN: Listen, I'm going to be</p> <p>11 objecting because you're</p> <p>12 argumentative. You're repeating</p> <p>13 questions that have already been</p> <p>14 answered. If you've got something</p> <p>15 further to ask about the e-mail,</p> <p>16 please do.</p> <p>17 MR. FELLNER: I just did.</p> <p>18 MS. DUNCAN: But just don't continue to</p> <p>19 argue back and forth.</p> <p>20 MR. FELLNER: Okay. I just did.</p> <p>21 Q. The e-mail says you didn't have full-time</p> <p>22 child care until January, right?</p> <p>23 A. I did have child care.</p>	<p style="text-align: right;">Page 312</p> <p>1 simple. Okay?</p> <p>2 A. I'm listening.</p> <p>3 Q. Let's try it again. This e-mail says, in</p> <p>4 hopes that I had full-time child care -- in</p> <p>5 hopes that I could have full-time child care</p> <p>6 by January. That's what it says, right?</p> <p>7 A. It does say that.</p> <p>8 Q. Okay. How is somebody supposed to understand</p> <p>9 that you have full-time child care based upon</p> <p>10 reading that?</p> <p>11 A. I don't feel that I should be -- that my job</p> <p>12 should be based on that, I mean.</p> <p>13 Q. That's not what I asked you. How is somebody</p> <p>14 supposed to understand from this e-mail that</p> <p>15 you had full-time child care?</p> <p>16 A. It's however they want to read it. I</p> <p>17 don't --</p> <p>18 Q. So this other person would have no way --</p> <p>19 A. I can't answer for someone else.</p> <p>20 Q. -- to know that you --</p> <p>21 A. Well, I can't answer for someone else.</p> <p>22 Q. Okay. Reading this, does anybody have any</p> <p>23 way to know that you have or claim to have</p>
<p style="text-align: right;">Page 311</p> <p>1 Q. That's not what I asked you.</p> <p>2 A. But that's my answer.</p> <p>3 Q. You're still not answering my question.</p> <p>4 MR. FELLNER: I'm going to object that</p> <p>5 it's nonresponsive.</p> <p>6 MS. DUNCAN: Go ahead.</p> <p>7 Q. Now, try answering my question. And we can</p> <p>8 ask it as many times as it takes until you</p> <p>9 finally decide to answer it. Okay?</p> <p>10 A. But I did answer the question.</p> <p>11 Q. You have not answered my question. It's a</p> <p>12 simple yes or no question. This question</p> <p>13 says you do not have full-time -- this e-mail</p> <p>14 says you do not have full-time child care</p> <p>15 before January, right?</p> <p>16 A. I've already answered the question.</p> <p>17 Q. I don't think you have. I would just like to</p> <p>18 get a clear simple answer. That's what the</p> <p>19 e-mail says: in hopes that I could have</p> <p>20 full-time child care by January.</p> <p>21 A. I had full-time child care. So, yes, I had</p> <p>22 full-time child care.</p> <p>23 Q. That's not my question. My question is this</p>	<p style="text-align: right;">Page 313</p> <p>1 had full-time child care as of writing this</p> <p>2 e-mail?</p> <p>3 A. Through the documents that provided where my</p> <p>4 children were.</p> <p>5 Q. I'm talking about this e-mail here.</p> <p>6 A. I know you are.</p> <p>7 Q. Okay. So answer my question, then. It's</p> <p>8 that simple. It's a simple question. Does</p> <p>9 this e-mail provide the reader any reason to</p> <p>10 believe that you have full-time child care as</p> <p>11 of the writing of this e-mail?</p> <p>12 A. Okay. Now you just turned the question</p> <p>13 around.</p> <p>14 Q. Again, does this e-mail provide the reader</p> <p>15 any basis for understanding or believing that</p> <p>16 you have full-time child care as of the time</p> <p>17 you wrote this e-mail?</p> <p>18 THE WITNESS: What if I don't want to</p> <p>19 respond?</p> <p>20 MR. FELLNER: I'll get the judge to</p> <p>21 order you to respond.</p> <p>22 MS. DUNCAN: She had already been</p> <p>23 terminated. What difference does</p>

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1 it make what she said to him after
 2 she was terminated?
 3 MR. FELLNER: Please read the question
 4 back, and let's get an answer.
 5 (The court reporter read the
 6 pending question.)
 7 Q. Okay. Let me ask it again. I want a clear
 8 question and a clear response on the record.
 9 Does this e-mail provide the reader any
 10 reason to believe that you have full-time
 11 child care as of the time that you wrote this
 12 e-mail?
 13 A. I'm going to answer yes, because I had child
 14 care.
 15 Q. Where is it in here that it says that you had
 16 full-time child care? In this e-mail, where
 17 is it?
 18 A. It's not there.
 19 Q. It's not there. Okay.
 20 A. But that doesn't mean that I did not have
 21 full-time child care.
 22 Q. That's not what I'm asking.
 23 A. But that's for the record.

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1 Q. Okay. That's fine. I don't mind if you want
 2 to say something for the record. I just want
 3 to get a clear answer, and then you can go
 4 ahead and explain whatever you want to
 5 explain. Okay? That's how the process
 6 works.
 7 A. I completely understand. Thank you.
 8 Q. Apparently, you don't.
 9 MS. DUNCAN: You can improve your
 10 temperament for everybody --
 11 MR. FELLNER: You can take your client
 12 and ask her to make sure that she
 13 answers the question.
 14 MS. DUNCAN: I can take my client home
 15 if I think you're being abusive to
 16 her.
 17 MR. FELLNER: You can do that if you
 18 want to. That's your right. Go
 19 ahead.
 20 MS. DUNCAN: How much longer are you
 21 going on this?
 22 MR. FELLNER: A couple more documents.
 23 Not much.

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1 Q. I've just handed you what's been marked as
 2 Defendant's Exhibit #35.
 3 THE WITNESS: Can I just please ask
 4 what time it is?
 5 MR. FELLNER: Yeah.
 6 MS. DUNCAN: It's six o'clock.
 7 Q. There's just a few more documents. Just two
 8 more -- three more.
 9 A. I'm ready.
 10 Q. Okay. What is Defendant's Exhibit #35?
 11 A. It is a letter from Tammy that I received on
 12 11/3/05.
 13 Q. What is this letter?
 14 A. I read it as a termination letter, but it was
 15 a letter that was left for me at the hotel
 16 when I was, after the conversation on the
 17 2nd, to go to the hotel on the 3rd to pick up
 18 my -- or to return any belongings from
 19 Fairfield Inn and get any of my personal
 20 belongings.
 21 Q. Okay. Did you see Tammy when you came to the
 22 Fairfield Inn on November 3rd?
 23 A. No. She was not there.

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1 Q. Okay. And who was Carrie?
 2 A. Carrie Farrell. She was the housekeeping
 3 supervisor. And -- if I have his name
 4 correct, and it was Ron -- is it --
 5 Q. Disbrow?
 6 A. Disbrow. Yes. He was there. That's who I
 7 turned the laptop in to, which I requested to
 8 receive something in writing that that was
 9 actually turned in.
 10 Q. I'm handing you what's been marked as
 11 Defendant's Exhibit #36. Take a moment to
 12 read that, and let me know when you're ready
 13 to answer some questions.
 14 A. Can we not for the record read what this
 15 says? I mean, this is --
 16 Q. I don't need to.
 17 (Witness review document)
 18 A. Okay.
 19 Q. What is Defendant's Exhibit #36?
 20 A. It is an e-mail from Tammy on November the
 21 7th, 2005.
 22 Q. To whom?
 23 A. To me.

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1 Q. What does the e-mail say?
 2 A. It says, Please read the attached letter. I
 3 want to make sure you have plenty of time to
 4 make a decision, so --
 5 I'm sorry. There's a string of e-mails.
 6 I guess I should have read the first one.
 7 The first one was on -- that's weird
 8 that the dates are backwards. I don't know
 9 if you noticed that. November 6th is one of
 10 them, and then the next one is November 7th.
 11 Q. Right.
 12 A. Okay. I see it now.
 13 The one on November 6th says, Please
 14 read and respond the attached document. That
 15 was sent from Tammy to me.
 16 Q. Okay. And then the second e-mail says what?
 17 A. Please -- again, it was on November the 7th.
 18 It said, Please read the attached letter. I
 19 want to make sure you have plenty of time to
 20 make a decision, so I will give you until the
 21 10th rather than the 8th. You may not have
 22 received this e-mail as of yet because I'm
 23 sending it to you -- which later on in that

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1 time, I did have a Marriott e-mail address;
 2 and that's what she's referring to.
 3 Q. And is this -- the page 2 of Defendant's
 4 Exhibit #36, is that the attachment to --
 5 A. Yes.
 6 Q. -- that e-mail?
 7 A. Yes.
 8 Q. Okay. What does that attachment say? And
 9 you can summarize it if you want.
 10 A. I'll be happy to read it. It says, I'm sorry
 11 we could not finish our phone call
 12 yesterday. I wanted to send you this letter
 13 so that you may have a chance to consider
 14 what we were discussing at our -- excuse
 15 me -- discussing at your own convenience. At
 16 this time, we are prepared to offer you a
 17 position at the front desk from 3 to 11 shift
 18 or the night audit position from 11 to 7.
 19 Both positions will require a 35-hour week
 20 commitment. Either week -- either one of
 21 these positions will be available starting
 22 November --
 23 And it's a little blurry to me. It

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1 likes like the 9th.
 2 It is our intention to get you back to
 3 work. We would be able to pay you at your
 4 current rate of pay and your insurance
 5 benefits will remain the same.
 6 Unfortunately, at this time, this is the only
 7 current position we have available. If any
 8 other position comes available, we will have
 9 the opportunity to be considered -- you will
 10 have the opportunity to be considered for
 11 it. We need to know your decision by
 12 November the 8th or we will have to consider
 13 that you have decided to resign from
 14 employment at our hotel. If you have any
 15 questions please contact me to discuss.
 16 Q. So in this letter, Tammy offered you two
 17 different positions at the company, right?
 18 A. Correct.
 19 Q. Both of them were 35 hours a week?
 20 A. Correct.
 21 Q. And both of them were going to be at your
 22 same rate of pay?
 23 A. Correct.

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1 Q. And your insurance was going to remain the
 2 same?
 3 A. Correct.
 4 Q. Did you ever respond to this?
 5 A. No, I did not.
 6 Q. Why not?
 7 A. Because the prior conversation that she's
 8 referring to, it was on the 6th. She called
 9 my home or called my cell phone and asked me
 10 if I had called the hotel and asked about
 11 FMLA, and I said no. She said that she did
 12 not realize that I was under FMLA and that
 13 she had made a mistake, so she was offering
 14 me these other positions.
 15 Q. Okay. And she offered you the positions,
 16 right?
 17 A. Correct.
 18 Q. Did you ever respond about the offer?
 19 A. No.
 20 Q. Why not?
 21 A. I didn't need to. She already fired me.
 22 Q. But here she offered you a job.
 23 A. Yeah. But she fired from my director of

<p style="text-align: right;">Page 322</p> <p>1 sales position that I was qualified for and</p> <p>2 that I agreed to come back and work for with</p> <p>3 my 35 hours.</p> <p>4 Q. Let me make sure I got this, now.</p> <p>5 A. Yes.</p> <p>6 Q. She offered you two different jobs at the</p> <p>7 same pay and the same benefits, right?</p> <p>8 A. Correct.</p> <p>9 Q. Okay. And you just never responded to her?</p> <p>10 A. I was fired the previous day. Why should I</p> <p>11 have to respond?</p> <p>12 Q. Okay. But she offered you two jobs and you</p> <p>13 never responded to that, right?</p> <p>14 A. Correct.</p> <p>15 Q. Okay. You made some tape recordings of some</p> <p>16 conversations that you had with certain</p> <p>17 persons, right?</p> <p>18 A. Correct.</p> <p>19 Q. When did you begin tape-recording those</p> <p>20 conversations?</p> <p>21 A. I think they were documented on the tape, the</p> <p>22 dates.</p> <p>23 Q. I know. I'm just asking for your</p>	<p style="text-align: right;">Page 324</p> <p>1 conversations?</p> <p>2 A. Because I felt like I was fired illegally.</p> <p>3 Q. And what were you hoping to do in those</p> <p>4 conversations?</p> <p>5 A. Just to prove my point.</p> <p>6 Q. What point was that?</p> <p>7 A. That I was fired.</p> <p>8 Q. Did you tell the people on the other end of</p> <p>9 the line that you were tape-recording</p> <p>10 conversations?</p> <p>11 A. No. I didn't have to.</p> <p>12 Q. Okay. Why did you not have to?</p> <p>13 A. I just didn't.</p> <p>14 Q. Did you think that that was right?</p> <p>15 A. I don't know.</p> <p>16 Q. Did you think it was fair to the other person</p> <p>17 on the other end of the line?</p> <p>18 A. I don't know.</p> <p>19 Q. Did you ever think about that?</p> <p>20 A. Sure.</p> <p>21 Q. Did you ever discuss these tape recordings</p> <p>22 with anybody other than your attorneys?</p> <p>23 A. No. Well, my husband.</p>
<p style="text-align: right;">Page 323</p> <p>1 recollection.</p> <p>2 A. It was after I was terminated.</p> <p>3 Q. After you were terminated?</p> <p>4 A. Yes.</p> <p>5 Q. Why did you start making tape-recorded</p> <p>6 telephone conversations?</p> <p>7 A. Because I wanted to.</p> <p>8 Q. Was it your own idea?</p> <p>9 A. No.</p> <p>10 Q. Whose idea was it?</p> <p>11 A. My attorney.</p> <p>12 Q. How did you make those tape recordings?</p> <p>13 A. I just recorded them.</p> <p>14 Q. Just held a microphone up to the --</p> <p>15 A. Yes.</p> <p>16 Q. -- telephone?</p> <p>17 A. Correct.</p> <p>18 Q. Where did you get the microphone?</p> <p>19 A. I purchased it.</p> <p>20 Q. So you went out and purchased a device that</p> <p>21 allowed you to tape-record conversations?</p> <p>22 A. Correct.</p> <p>23 Q. Why did you think you should tape-record</p>	<p style="text-align: right;">Page 325</p> <p>1 Q. What did you talk about with your husband</p> <p>2 about these tape recordings?</p> <p>3 MS. DUNCAN: Object. Same objection.</p> <p>4 MR. FELLNER: What objection is that?</p> <p>5 MS. DUNCAN: Privilege.</p> <p>6 MR. FELLNER: Okay. So you're</p> <p>7 instructing her not to answer the</p> <p>8 question?</p> <p>9 MS. DUNCAN: That's right.</p> <p>10 MR. FELLNER: Based on the marital</p> <p>11 privilege, right?</p> <p>12 MS. DUNCAN: That's right. Invoking</p> <p>13 the marital privilege.</p> <p>14 Q. Anybody else that you talked to about these</p> <p>15 tape recordings, other than your attorney and</p> <p>16 your spouse?</p> <p>17 A. No.</p> <p>18 Q. Did you talk to any family members about</p> <p>19 them?</p> <p>20 A. No.</p> <p>21 Q. Do any family members know that you made the</p> <p>22 tape?</p> <p>23 A. My grandmother.</p>

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1 Q. Okay. What did you tell your grandmother
2 about it?
3 A. I just told her I did it.
4 Q. Okay. What did she say?
5 A. She didn't respond.
6 Q. Handing you what's been marked as Defendant's
7 Exhibit #37, can you take a moment to review
8 that? Let me know when you're ready to
9 answer some questions. And in particular,
10 I'm going to be asking questions about the
11 affidavit that's attached to it.
12 (Witness reviews document)
13 A. Okay.
14 Q. Okay. What is Defendant's Exhibit #37?
15 A. It's my affidavit.
16 Q. The whole thing, what is it?
17 A. It's the --
18 Q. Let me help you a little bit. Is it the
19 charge of discrimination you filed with the
20 Equal Employment Opportunity Commission?
21 A. Yes. I was going to read that.
22 Q. And is that your signature at the bottom of
23 the first page of Defendant's Exhibit #37?

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1 A. Yes, it is.
2 Q. Okay. And what are pages 2 through 4 of
3 Defendant's Exhibit #37?
4 A. Are you talking about 137, 138, 139?
5 Q. Yes.
6 A. It's the -- my actual affidavit.
7 Q. This is the affidavit that you signed, right?
8 A. Correct.
9 Q. We had looked at a different copy of this
10 earlier today, right?
11 A. Correct.
12 Q. Okay. Would you turn to paragraph nine?
13 A. Number nine?
14 Q. Yes.
15 A. Okay.
16 Q. See it says, On November 2nd, one week before
17 I was to return from maternity leave, I was
18 called by Ms. Dominguez --
19 Is that Tammy Dominguez?
20 A. Yes.
21 Q. -- and asked if I was going to be able to
22 return to my job full-time 35 hours a week.
23 Is that what she asked you?

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1 A. In the first conversation, yes.
2 Q. Okay. And I said yes.
3 Is that what you said?
4 A. Uh-huh.
5 Q. She repeated the question, saying I need to
6 know by 5 p.m.; and I said yes.
7 Is that right?
8 A. Yes.
9 Q. Okay. Where in here, in this affidavit, does
10 it say anything about returning to 40 hours a
11 week?
12 A. It doesn't. It was just a verbal
13 conversation that we had during the time.
14 Q. Okay. But that sounds kind of important to
15 you, the difference between 35 and 40 hours,
16 right?
17 A. Not necessarily. It was, was I going to
18 return to my job.
19 Q. Well, earlier you made a big deal that there
20 was a typo in that other document about 40
21 hours versus 35.
22 A. Correct. Correct.
23 Q. How come there's nothing in here about 40

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1 hours?
2 A. I don't know.
3 Q. So now we have a document from November 2005
4 immediately, the exact same day that you have
5 this conversation with Tammy, that doesn't
6 say anything about 40 hours, right?
7 A. Correct.
8 Q. And now we have a document -- when did you
9 sign this Defendant's Exhibit #37?
10 A. December '05.
11 Q. Right. You signed it on December 8th, '05.
12 So a month later, we have another document
13 that you swore was true, right?
14 A. Correct.
15 Q. There's nothing in here about 40 hours, is
16 there?
17 A. No.
18 Q. Could you turn to paragraph 13?
19 A. Yes.
20 Q. Okay. You see the second sentence there:
21 Other company officials had expressed concern
22 over my ability to get child care?
23 A. Yes.

<p style="text-align: right;">Page 330</p> <p>1 Q. Who were those other company officials?</p> <p>2 A. Roger.</p> <p>3 Q. Anyone else?</p> <p>4 A. I was also referring to Tammy. That's why it</p> <p>5 says officials.</p> <p>6 Q. Okay. So Tammy Dominguez, Roger Miller. Who</p> <p>7 else? Anyone?</p> <p>8 A. No.</p> <p>9 Q. What did they say when they expressed concern</p> <p>10 over your ability to get child care?</p> <p>11 A. Just through the e-mails.</p> <p>12 Q. Just the e-mails. That's it?</p> <p>13 A. Uh-huh.</p> <p>14 Q. No other conversations?</p> <p>15 A. Not that I remember.</p> <p>16 Q. Okay. And you also -- could you look at the</p> <p>17 next sentence in paragraph 13? It says --</p> <p>18 after you write other company officials have</p> <p>19 expressed concern over my ability to get</p> <p>20 child, the next sentence, it says, This was</p> <p>21 the only expressed reason for terminating</p> <p>22 me. You see that?</p> <p>23 A. Uh-huh.</p>	<p style="text-align: right;">Page 332</p> <p>1 case. You and/or your attorneys identified</p> <p>2 Jennifer Love as somebody who may have</p> <p>3 potentially relevant information about the</p> <p>4 case or discoverable --</p> <p>5 A. Not about the case, but, you know, about me</p> <p>6 as an employee.</p> <p>7 Q. Oh, okay. So what is it that Jennifer Love</p> <p>8 may know about you as an employee that may be</p> <p>9 relevant here?</p> <p>10 A. Just my ability to perform my job. I mean, I</p> <p>11 worked directly with her at the front desk</p> <p>12 doing groups; and we had a pretty strong</p> <p>13 relationship as far as, you know, doing the</p> <p>14 job at the hotel.</p> <p>15 Q. Okay.</p> <p>16 A. So more or less of a personal reference.</p> <p>17 Q. You also listed Tandi Mitchell as somebody.</p> <p>18 A. Uh-huh.</p> <p>19 Q. Other than what we've discussed today, what</p> <p>20 would Tandi Mitchell know that might be</p> <p>21 relevant to this case?</p> <p>22 A. We've had some conversation, but not directly</p> <p>23 about the case. Again, she lived in my</p>
<p style="text-align: right;">Page 331</p> <p>1 Q. What was the reason expressed for terminating</p> <p>2 you?</p> <p>3 A. Of not having child care and returning to my</p> <p>4 35 hours, and then Tammy was saying her 40</p> <p>5 hours.</p> <p>6 Q. Okay. So the only reason that they told you</p> <p>7 they were firing you was because you didn't</p> <p>8 have child care?</p> <p>9 A. My understanding, correct.</p> <p>10 Q. Okay. Who is Jennifer Love?</p> <p>11 A. Front desk associate -- or was a front desk</p> <p>12 associate.</p> <p>13 Q. At Fairfield Inn?</p> <p>14 A. Correct.</p> <p>15 Q. What does she know about this case?</p> <p>16 A. I don't know. I've never talked to her.</p> <p>17 Q. You know that in your Rule 26 disclosures --</p> <p>18 basically, it's disclosures that everybody</p> <p>19 makes in a case just to provide information</p> <p>20 back and forth. One of the things you're</p> <p>21 required to do is identify all the people who</p> <p>22 may have potentially relevant information or</p> <p>23 discoverable information, one, about the</p>	<p style="text-align: right;">Page 333</p> <p>1 neighborhood, and she moved. When I started</p> <p>2 the photography business, I called to ask her</p> <p>3 some potential business with some hotels.</p> <p>4 And the only thing that she stated to me was</p> <p>5 that she had been contacted by Roger.</p> <p>6 Q. What did she say about that contact by Roger?</p> <p>7 A. She got an e-mail from him, but she didn't</p> <p>8 really care to respond. And that's all that</p> <p>9 she said.</p> <p>10 Q. What was the e-mail about?</p> <p>11 A. I have no idea. I never saw it.</p> <p>12 Q. Anything else that Tandi might know about</p> <p>13 that might be relevant to this case?</p> <p>14 A. Except that she knows there is a case, I</p> <p>15 guess.</p> <p>16 Q. And that's all?</p> <p>17 A. From my part. I don't know what was</p> <p>18 discussed from Tammy's end.</p> <p>19 Q. That's fine. At least, as far as you know --</p> <p>20 A. As far as I know.</p> <p>21 Q. -- is there anything else? Anything else</p> <p>22 that Tandi might know relevant to this case?</p> <p>23 A. Not that I remember.</p>

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1 Q. You also identified Carrie Farrell.
 2 A. Uh-huh.
 3 Q. Who is Carrie Farrell again?
 4 A. Farrell. She is or was a housekeeping
 5 supervisor.
 6 Q. Okay. Now, what would she know that might be
 7 relevant to this case?
 8 A. I don't -- I don't know.
 9 Q. Okay. Well, any idea why you might identify
 10 her, then?
 11 A. Also as a personal reference, coworker. We
 12 worked together.
 13 Q. I don't need to make this an exhibit, but I
 14 do want to show this to you and ask you some
 15 questions about it. I'm handing you a copy
 16 of your responses to interrogatories that we
 17 had originally served upon your counsel. If
 18 you could just flip to number 11. It's
 19 question number 11 on page 6.
 20 A. Page 6?
 21 Q. Yes. If you could read the question and
 22 answer there and then let me know when you're
 23 ready.

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1 A. Okay.
 2 Q. All right. Question number 11, Identify by
 3 name and title any and all company officials
 4 who expressed concern over your ability to
 5 obtain child care as alleged in paragraph 13
 6 of your complaint. Now, we just read a
 7 similar provision that was in your affidavit,
 8 which is actually identical to what's in
 9 paragraph 13 in your complaint. And your
 10 response here is that other than Tammy
 11 Dominguez as identified in paragraph 13, I
 12 had conversations with Roger Miller, vice
 13 president of sales and marketing.
 14 Did you have conversations with Roger
 15 Miller about your ability to obtain child
 16 care?
 17 A. Of my inability? Is that what you're
 18 asking?
 19 Q. Ability, inability, whatever. Did you have
 20 conversations with Roger Miller --
 21 A. I don't recall any conversations. Maybe in
 22 e-mails.
 23 Q. Okay.

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1 A. But his response was always that, we hope
 2 that it will work out, everything will work
 3 out. So I felt like I had his support.
 4 MR. FELLNER: Tell you what. Let me
 5 make sure we're all done. I think
 6 we're done. All right? I just
 7 want to go through my notes.
 8 MS. DUNCAN: I'm going to ask a few
 9 questions in the morning.
 10 MR. FELLNER: Of your witness?
 11 MS. DUNCAN: Yes. When I can get some
 12 more documents produced, printed
 13 up.
 14 (Brief recess)
 15 MR. FELLNER: A couple of quick
 16 questions, then we'll get out of
 17 here.
 18 Q. Other than what we've already discussed
 19 today, are there any other documents that
 20 support your claim or claims against
 21 Fairfield Inn?
 22 A. I don't recall at this time.
 23 Q. Who have you talked to about this case other

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1 than your attorneys?
 2 A. My family.
 3 Q. Anyone?
 4 A. My family.
 5 Q. Okay. Who's that? Mickey?
 6 A. Yes.
 7 Q. Who else?
 8 A. My mother, my grandmother.
 9 Q. And I forget. I apologize about this, but
 10 are both of your grandmothers still alive?
 11 A. No.
 12 Q. So it's only the one grandmother, right?
 13 A. Correct.
 14 Q. Okay. Who else?
 15 A. Carrie knows about it. There's not anything
 16 that has been disclosed to her, but she knows
 17 there is a case.
 18 Q. Anybody else?
 19 A. I'm thinking.
 20 Q. Tandi?
 21 A. Well, yes, Tandi. No information has been
 22 given; but Steve Douglas knows there's a
 23 case, who's the general manager at

<p style="text-align: right;">Page 338</p> <p>1 Courtyard. Nothing directly has been said to 2 him. 3 Q. Have you communicated with Steve Douglas 4 about the case? 5 A. Not in eight months or nine months or so. 6 He -- the last time I ran into him, he just 7 asked me how it was going. I told him 8 everything was still being filed and in the 9 works. So nothing was ever disclosed to him. 10 Q. Was that the last time you had any 11 conversations or communications with Steve? 12 A. Yeah. I haven't talked to him in a long 13 time. 14 Q. Who else have you communicated with about the 15 case? 16 A. Besides Alicia and Jimmy, my attorney, that's 17 it. 18 Q. The only people you've spoken to about this 19 case are your husband Mickey, your mother, 20 your grandmother, Carrie. What was Carrie's 21 last name again? 22 A. Farrell. 23 Q. And Tandi Mitchell and Steve Douglas?</p>	<p style="text-align: right;">Page 340</p> <p>1 would know details and dates and incidents 2 and stuff like that, no. 3 Q. Okay. So you haven't given her anything to 4 read about the case? 5 A. No. No. 6 Q. And you haven't talked to her about the 7 substance of the case? 8 A. No. 9 Q. What about your grandmother? 10 A. No. 11 Q. What have you talked to your grandmother 12 about? 13 A. Basically the same as my mother. 14 Q. Just that the case is going on? 15 A. Uh-huh. 16 Q. Anything else? 17 A. No. 18 Q. What stage the case is at? 19 A. Because she used to work for an attorney, she 20 will ask big words that I may not 21 understand. I may have called and gotten an 22 explanation of what that may mean, but 23 nothing in detail, no.</p>
<p style="text-align: right;">Page 339</p> <p>1 A. Correct. 2 Q. Okay. When did you communicate with your 3 mother about the case? 4 A. As soon as it came about. I mean, she's been 5 support -- support for me. 6 Q. Have you been talking to her frequently about 7 the case? 8 A. Just as things arise. 9 Q. Okay. Like what? 10 A. Just if I've gotten a response to e-mail or, 11 you know, she's always just curious how 12 things are going. I don't know that there's 13 been any discussion of detail or where we 14 exactly are. She's helping with the later 15 day -- later time of child care, if needed. 16 So she has to be told what's going on to be 17 able to keep the children. 18 Q. Anything else? 19 A. Not that I can recall. 20 Q. Anything about the substance of the case? 21 A. I mean as far as like giving her anything to 22 read, I mean, she doesn't -- I think she 23 knows the summary of the case, not that she</p>	<p style="text-align: right;">Page 341</p> <p>1 Q. Is there anything else that you've talked to 2 your grandmother about, about the case? 3 A. No. 4 Q. All right. When was the first time you 5 talked to Carrie about the case? 6 A. Right after I was terminated. 7 Q. Is that one of the conversations that was 8 tape-recorded? 9 A. If I recall, yes. 10 Q. Okay. What did you talk to Carrie about? 11 A. I don't remember at the time. 12 Q. Have you talked to Carrie at all about the 13 case since that tape-recorded conversation? 14 A. She called me this week. 15 Q. Okay. Why? 16 A. Just she -- we have children -- or she has a 17 grandchild about the same age as Tanner. 18 They're both about to turn two. So she would 19 call frequently, every three to six months, 20 just to see how the kids were doing. She 21 also has been -- I don't know if she was 22 fired or terminated or quit. I'm not sure of 23 her status. She -- I think she said she was</p>

<p style="text-align: right;">Page 342</p> <p>1 fired, but I have a lot of connections still 2 within the hotel industry, and so I have been 3 helping her to try to find a -- she's been 4 the manager and stuff. So anytime I knew of 5 a hotel opening or something, I would just 6 make sure to let her know about it; so we've 7 had conversation that way. 8 Q. What have you talked to Carrie about the 9 case? 10 A. I don't recall in detail. 11 Q. Have you talked to Carrie about the case 12 other than the tape of her conversation that 13 we just discussed? 14 A. No. She just called me this week to tell me 15 about Tammy. 16 Q. What did she tell you about Tammy again? 17 A. She just asked me if I knew that she had been 18 subpoenaed, and I told her I wasn't aware of 19 anything, and then she started asking about 20 Tanner. 21 Q. Okay. What did she say about Tammy being 22 subpoenaed? 23 A. She -- she just said that she called her;</p>	<p style="text-align: right;">Page 344</p> <p>1 I guess is her term that she used; and I 2 said -- I just told her everything had been 3 filed in federal court and that's where we 4 were. 5 Q. Did you ever have any other conversations or 6 communications with Tandi about the case? 7 A. Not that I remember. 8 Q. Okay. Is there anybody else you communicated 9 with about this case other than your 10 attorneys and the people that we just 11 identified? 12 A. Not that I remember. 13 Q. Other than what we've discussed today, do you 14 have any other facts that support your claim 15 or claims against Fairfield Inn? 16 A. Not at this time. 17 Q. Other than what we've discussed today, are 18 there any other witnesses who would have any 19 information about this case or, more 20 particularly, your claims against Fairfield 21 Inn? 22 A. Not that I can remember at this time. 23 Q. Other than what has been produced between the</p>
<p style="text-align: right;">Page 343</p> <p>1 Tammy called her. 2 Q. Tammy called Carrie? 3 A. Yes. 4 Q. Okay. What did Carrie tell you about her 5 conversation with Tammy? 6 A. That's all she said. 7 Q. Have you talked to Carrie or communicated 8 with Carrie in any other way about this 9 case? 10 A. Not that I recall. 11 Q. What about Tandi? What have you communicated 12 with Tandi about this? 13 A. I don't remember. There may be something on 14 the tape; but, again, that was a year and a 15 half ago; but recently, nothing. Again, I 16 contacted her when starting the photography 17 business about some potentials of taking 18 pictures of hotels and stuff. So I called to 19 get some leads or some suggestions about 20 that. That's all. 21 Q. Did you discuss anything with Tandi about the 22 case? 23 A. She asked me if we were still in the process,</p>	<p style="text-align: right;">Page 345</p> <p>1 parties, are there any other documents that 2 might support your claims against Fairfield 3 Inn? 4 A. I'm not sure at this time. 5 MR. FELLNER: Okay. 6 (Deposition recessed at 7 6:36 p.m. and resumed on 8 Friday, July 20, 2007, at 9 9:43 a.m., as follows:) 10 EXAMINATION 11 BY MS. DUNCAN: 12 Q. Ms. Watts, we just want to go over a few 13 things from yesterday that I thought were 14 either left kind of in the air or unclear. 15 And, first of all, I wanted to ask you was 16 there any doubt in your mind on November 2nd 17 that you were being fired by Tammy Dominguez? 18 A. No. 19 Q. And that happened -- did that happen on a 20 telephone call or in person? 21 A. A telephone call. 22 Q. And how many times did she call you that day? 23 A. It was about three times.</p>

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1 Q. And what was her offer to you at that time?
 2 A. Either to resign or an option to turn in a
 3 notice. I mean, either to be terminated or
 4 an option to give a notice.
 5 Q. I think you said resign or be fired?
 6 A. Okay.
 7 Q. Were those her words?
 8 A. Yes.
 9 Q. Okay. Now, your -- the birth of your child
 10 took place what date?
 11 A. August the 12th, 2005.
 12 Q. Okay. And in anticipating that birth, did
 13 you recruit and train an intern to take your
 14 position at the hotel?
 15 A. Yes.
 16 Q. And at any time during your employment at the
 17 Fairfield Inn, did you -- did anyone say, no,
 18 we're not going to give you maternity leave?
 19 A. No.
 20 Q. Did anyone say, no, you're not qualified for
 21 FMLA?
 22 A. No.
 23 Q. And your -- the agreement with Tandi

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1 Mitchell, the intern, when was that to end?
 2 A. One week upon my return and the max of 12
 3 weeks.
 4 Q. And that 12 weeks was up what date?
 5 A. November the 9th.
 6 Q. Okay. Now, it's been stated that you -- you
 7 had an agreement to work 35 hours a week for
 8 Hospitality Ventures; is that correct?
 9 MR. FELLNER: Object to the form of the
 10 question.
 11 Q. Go ahead and answer.
 12 A. Yes.
 13 Q. Okay. And why was it you were working 35
 14 hours?
 15 A. It was just an agreement that I came up with
 16 Roger.
 17 Q. Right. But why 35 and not 40, for example?
 18 A. Because, typically, when you have a 35 hour,
 19 you end up working a 40; or if you end having
 20 a 40-hour job, there's usually a 45-hour in
 21 the hotel industry. So just knowing I would
 22 have a 35-hour would give me the leeway into
 23 some more hours; but, you know, it was time

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1 that I had for family, too, you know.
 2 Q. And how -- did you frequently work overtime?
 3 MR. FELLNER: Object to the form of the
 4 question.
 5 A. Yes, as needed. I did my hours based on the
 6 needs of the hotel, but then there were times
 7 that I would adjust my schedule with Todd if
 8 I needed to come in on a weekend to meet a
 9 tour bus at nine o'clock at night or be there
 10 on a Saturday afternoon to greet, you know, a
 11 sports team. If we were able to adjust my
 12 schedule, we did. But there were a lot of
 13 times that I did work over the 35 hours.
 14 Q. So is it your -- my understanding, then, is
 15 that your schedule was pretty flexible
 16 because businesses require flexibility; is
 17 that right?
 18 A. Correct.
 19 Q. All right. Now, I believe we covered briefly
 20 yesterday that no one else at the hotel had
 21 had a pregnancy while you were there; is that
 22 right?
 23 A. Correct.

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1 Q. And do you know about what time Tammy
 2 Dominguez was hired?
 3 A. I don't know when it actually became
 4 official, because there was -- Todd was still
 5 on vacation and she was taking over, but I
 6 would estimate middle of September.
 7 Q. Okay. After she was hired, was anyone -- did
 8 she hire anyone who had a child?
 9 A. No.
 10 Q. Did she hire anyone who was married?
 11 A. Not that I know of.
 12 Q. Did she hire anyone who was pregnant?
 13 A. Not that I know of.
 14 Q. Okay. After you left -- or after you were
 15 fired, who took over your job?
 16 A. Tandi Mitchell, the intern that I had
 17 originally hired.
 18 Q. And was she a mother?
 19 A. No.
 20 Q. And was she married?
 21 A. No.
 22 Q. And how long did Tandi Mitchell take that
 23 job?

<p style="text-align: right;">Page 350</p> <p>1 A. It was my understanding until the end of 2 December, first of January. 3 Q. Okay. And was that a temporary position on 4 her part? 5 MR. FELLNER: Object to the form of the 6 question. 7 Q. Go ahead. 8 A. I'm sorry. Repeat -- 9 Q. I said, how was she hired? Was she -- was 10 she a contractor, or was she an employee? 11 A. Well, there was an agreement that she did the 12 intern position; and after that, I don't know 13 if they offered her an employment there or 14 not. After I was fired, I don't know. I 15 just know that she continued to work in a 16 sales position. 17 Q. And there was an -- after Tandi Mitchell 18 left, who took her position? Who took that 19 position? 20 MR. FELLNER: Object to the form of the 21 question. 22 Q. If you know. 23 A. I was told it was Jennifer Middleton.</p>	<p style="text-align: right;">Page 352</p> <p>1 MS. DUNCAN: Yes. 2 MR. FELLNER: Oh, really. 3 MS. DUNCAN: I just asked. 4 MR. FELLNER: Good. I'm going to ask 5 her about it. 6 MS. DUNCAN: Go right ahead. 7 MR. FELLNER: I will. 8 MS. DUNCAN: I'm going to give a 9 chance. 10 MR. FELLNER: Okay. 11 MS. DUNCAN: All right. 12 A. No. 13 Q. She's not still working there? 14 A. No. 15 Q. Do you know if she was terminated? 16 A. I don't know exactly if terminated or quit or 17 fired. No, I do not know that. 18 Q. Did the hotel have a human resources 19 department? 20 A. Not that I was -- not that has ever been told 21 to me, no. 22 Q. Did Hospitality Ventures have a human 23 resources department?</p>
<p style="text-align: right;">Page 351</p> <p>1 Q. Jennifer Middleton. And was Jennifer 2 Middleton married? 3 A. No. 4 Q. Did she have children? 5 A. No. 6 Q. Where did Jennifer Middleton live? 7 A. I did not know at the beginning; but then I 8 had been told that she went to live with 9 Tammy, the general manager. 10 Q. Okay. And at a later point, was Tandi -- 11 excuse me. Tammy Dominguez, was she demoted? 12 A. Yes. 13 MR. FELLNER: Object to the form of the 14 question. 15 Q. If you know. 16 A. Yes. 17 Q. Okay. And was that -- and then is she still 18 working at Fairfield Inn? 19 MR. FELLNER: Object to the form of the 20 question. 21 A. No. 22 MR. FELLNER: Is any of this based on 23 her personal knowledge?</p>	<p style="text-align: right;">Page 353</p> <p>1 MR. FELLNER: Object to the form of the 2 question. 3 A. No. 4 Q. Did any related company that you did business 5 with on this job assignment have a human 6 resources person that you could talk to? 7 A. No. 8 MR. FELLNER: Object to the form of the 9 question. You can go ahead and 10 answer now. 11 THE WITNESS: I'm sorry for 12 interrupting. 13 A. No. 14 Q. Okay. So if you had a question about FMLA 15 maternity leave, benefits, insurance, 16 anything like that, who did you call? 17 A. I would try to call Roger. Well, first I 18 would talk to the general manager, if Todd 19 was available on property. Then I would be 20 told to go to Roger. Then Roger would tell 21 me to go back to Todd. So it was always a 22 circle of who to actually get a direct answer 23 from.</p>

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1 Q. Did this cause problems at the hotel --
 2 A. Yes.
 3 Q. -- for employees?
 4 A. Yes.
 5 Q. Now, in your employment from June 2004 to
 6 November 5th, other than your maternity
 7 leave, your FMLA leave, did you ever miss a
 8 day of work?
 9 MR. FELLNER: Object to the form of the
 10 question.
 11 A. I had some vacation time that was approved
 12 upon hire. I took a few days that Roger knew
 13 and Todd approved for.
 14 Q. But, I mean, did you ever have an unexcused
 15 leave?
 16 A. Not an unexcused leave, no.
 17 Q. Were you ever sick?
 18 A. There were probably a few times that I was
 19 sick.
 20 Q. Okay. Did you make the work up during
 21 that -- during your work week?
 22 A. Definitely, yes.
 23 Q. Now, you were -- you were interviewed at

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1 Hospitality Ventures in Atlanta, were you
 2 not?
 3 A. Correct.
 4 Q. And who hired you?
 5 A. Roger Miller.
 6 Q. Okay. Did Todd Epplin have anything to do
 7 with your compensation?
 8 A. No.
 9 Q. Did he have anything to do with your sales
 10 promotion or production?
 11 A. No.
 12 Q. Did anyone with Montgomery Ventures supervise
 13 you in any way directly?
 14 A. No.
 15 THE WITNESS: These are in order, so
 16 put those under there.
 17 Q. Okay. Now, after you were fired by
 18 Ms. Dominguez on November 2nd, did she call
 19 you back a few days later to try to get you
 20 to --
 21 A. Actually, it was the next day.
 22 MR. FELLNER: Hold on. Hold on.
 23 Object to the form of the

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1 question. Now you can go ahead.
 2 THE WITNESS: I'm sorry. I'll learn to
 3 pause more. I apologize.
 4 A. It was actually the next day.
 5 Q. The next day. That was the --
 6 A. On the 3rd.
 7 Q. The 3rd. Okay. And what did she -- what did
 8 she say to you?
 9 A. She, first of all, asked me if I had been --
 10 or if I had called the hotel to ask about
 11 FMLA, and I said no. And she said she did
 12 not realize that I was under FMLA and that
 13 they had made a mistake and that they would
 14 be offering me another job.
 15 Q. And you had already -- had you already turned
 16 in your equipment at this time?
 17 A. Correct. That morning I went to the hotel
 18 about 11, 11:15, and met Carrie, who was the
 19 only manager on duty at that time. And
 20 Carrie showed me where Tammy had left a
 21 packet, which included a letter stating that
 22 this was my final paycheck -- or, actually,
 23 it was a bonus and a reimbursement check that

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1 was supposed to be given to me, that I needed
 2 to turn in my personal files and laptop under
 3 management supervision; so that's why Carrie
 4 was there. And that in the packet also
 5 included my COBRA insurance paperwork.
 6 Q. Did they tell you, you had to turn this
 7 equipment in before you could get your
 8 final -- your check?
 9 A. I was to turn it in that day. So I did not
 10 feel comfortable giving it to Carrie just
 11 because of the room we were in, which was,
 12 again, my office and a work room. So Ron was
 13 there. He's another corporate employee. And
 14 I apologize. I don't know his last name.
 15 But he was sitting in Tammy's office. And I
 16 asked him could I give the laptop to him, and
 17 he said yes.
 18 And at that time, he -- I did ask him if
 19 I could get something in writing for that
 20 laptop, and he told me that he -- that was
 21 not his job to do it, but he would leave a
 22 note for Tammy. So I never got anything to
 23 show that I did turn in that laptop.

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1 Q. Okay. Now, I believe in your affidavit,
 2 which is -- your EEOC affidavit, which is
 3 Exhibit #1, Defendant's Exhibit #1, you
 4 stated that you were told by corporate
 5 officials in Atlanta that your medical
 6 coverage had been canceled three days before
 7 you were terminated. Who told you that?
 8 A. Correct. On that same day, on the 3rd, I had
 9 called and spoke to Amrita; and she had told
 10 me that it was to be -- it would be cancelled
 11 on October the 30th because that was the way
 12 the payroll ended and that I would lose my
 13 coverage on that -- that I had lost my
 14 coverage on that day.
 15 Q. How did that make you feel?
 16 A. Pretty much like I -- I had been set up, that
 17 I had been wanted to be fired all along, that
 18 they had already decided not to let me come
 19 back if they were canceling my insurance.
 20 Q. Now, was there some major project that you
 21 concluded just before this termination?
 22 A. Correct. I was -- throughout my maternity
 23 leave, I was working on the marketing plan.

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1 And that's a very important thing that is
 2 done on a yearly basis that is presented to
 3 the investors, and it is something that the
 4 director of sales does do. It's pretty
 5 intent research, shopping of other hotels.
 6 There's a lot of numbers and things that have
 7 to be plugged in. So it's a full marketing
 8 plan that I had to present.
 9 Q. And did you have to do this research while
 10 you were on your maternity leave?
 11 A. Yes. I did it at home or I would go to the
 12 hotel, if needed, to pull information from
 13 the computer or to make any copies.
 14 Q. And when did you turn that in?
 15 A. It was also that last week of October --
 16 excuse me -- that Tammy called and asked me
 17 to bring everything to the hotel.
 18 Q. Now, I'll ask you to take a look at
 19 Plaintiff's #1 here. What's the date on this
 20 e-mail if you --
 21 A. It is October 31st, 2005.
 22 Q. And does this reflect a -- is this a true and
 23 accurate reflection of the e-mail you

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1 received from Roger Miller?
 2 A. That I received from him?
 3 Q. Yes.
 4 A. Yes. I'm sorry. Yes.
 5 Q. And it says what?
 6 A. It is a string of e-mails; but the top one
 7 says, Heather, thanks, I appreciate these;
 8 have a super week.
 9 Q. Okay. And what is the -- what is he thanking
 10 you for?
 11 A. The marketing plan.
 12 Q. And you delivered that on October 31st?
 13 A. Correct.
 14 Q. And you were fired two days later?
 15 A. Correct.
 16 Q. Okay. After you were fired, did you apply
 17 for unemployment?
 18 A. I did.
 19 Q. And did the company attempt to deny you
 20 benefits?
 21 A. They did.
 22 Q. And how did that resolve itself?
 23 A. I had to do a phone conversation with a

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1 lady -- a representative from there. They
 2 called and asked me a few questions. Then it
 3 was later turned around, and I did get the
 4 unemployment.
 5 Q. So you're saying that the Department of
 6 Industrial Relations overruled the company?
 7 A. Correct.
 8 Q. Okay. Now, I'm showing you this document
 9 labeled Plaintiff's Exhibit #2.
 10 A. Uh-huh.
 11 Q. And it shows that you have a salary -- total
 12 salary of \$41,614.35; is that correct?
 13 A. To my knowledge, yes.
 14 Q. Okay. And that is your employee total for
 15 the last -- for the last four quarters?
 16 A. Correct.
 17 Q. Correct? Okay.
 18 MR. FELLNER: Was this produced to us,
 19 Plaintiff's #2?
 20 MS. DUNCAN: Yes, it was.
 21 MR. FELLNER: Okay. Because I just
 22 didn't see any Bates number on
 23 it. I was just wondering.

<p style="text-align: right;">Page 362</p> <p>1 MS. DUNCAN: Well, I don't have a Bates 2 machine. 3 MR. FELLNER: Well, you labeled 4 something that you produced to us, 5 right? 6 MS. DUNCAN: It's in your documents. 7 MR. FELLNER: That's all I was asking. 8 And that's why I was asking, 9 because I didn't see any label on 10 it. 11 Q. Ms. Watts, if you'll take a look at 12 Plaintiff's Exhibit #3 here. 13 A. Uh-huh. 14 Q. This is a position statement from the 15 company -- your employer, anyway, although 16 it's listed as Montgomery Ventures. 17 A. Yes. 18 Q. Have you read this document before? 19 A. It has been a while. 20 Q. Okay. 21 A. Can I take a moment to read it? 22 Q. Yes. 23 A. Okay.</p>	<p style="text-align: right;">Page 364</p> <p>1 Q. Okay. Can you find it for me, please? 2 A. Sure. 3 (Brief pause) 4 A. I found it. I'm sorry. 5 Q. Okay. And what page is that on? 6 A. I don't see a page number for the actual 7 handbook, but it was at -- stamped or 8 whatever at 0184. 9 Q. 0184. That's the Bates number? 10 A. Yes. 11 Q. Okay. And what does it say about maternity 12 leave? 13 A. Do you want me to read all of this? 14 Q. You can read the first paragraph if you would 15 like. 16 A. It is the policy of Hospitality Ventures to 17 grant a leave of absence to associates 18 whenever possible for justifiable reasons, 19 such as personal emergencies. All leaves 20 must be requested in writing and approved in 21 advance whenever possible. At a minimum, the 22 associate's department head, human resources 23 representative, or general manager must</p>
<p style="text-align: right;">Page 363</p> <p>1 (Witness reviews document) 2 A. Okay. 3 Q. Okay. I want to call your attention to the 4 second paragraph here where it states that, 5 Although not required to do so, Montgomery 6 Ventures allowed Ms. Watts to take a leave of 7 absence after giving birth. 8 Now, according to the Hospitality 9 Ventures handbook, which you signed an 10 acknowledgment form for, which I believe was 11 produced yesterday as Defendant's Exhibit #4. 12 A. Uh-huh. 13 MR. FELLNER: Just to clarify, it 14 wasn't produced yesterday; but it 15 was used as Defendant's Exhibit #4 16 yesterday in the deposition. 17 MS. DUNCAN: It was produced in the 18 deposition. 19 Q. Okay. Now, also, I'm going to show you 20 Defendant's Exhibit #3 again. And do you 21 recall if there is anything in this handbook 22 about maternity leave? 23 A. There is.</p>	<p style="text-align: right;">Page 365</p> <p>1 approve all leaves. 2 Q. Okay. Now, was your -- 3 A. It's not -- there was another sentence. It 4 says, No open-ended leaves are approved. 5 Q. And your request for leave, was that put into 6 writing? 7 A. Yes. 8 Q. And was it approved? 9 A. It was not contested. 10 Q. It was not contested. You never got anything 11 formally saying you had it? 12 A. No. Just from e-mails about -- from Roger 13 about while you're gone on maternity leave. 14 So there was communication about it, yes. 15 Q. Okay. So there is a policy, therefore, 16 regarding maternity leave? 17 A. Yes. 18 Q. All right. The second sentence in this 19 second paragraph, back to the position 20 statement, says that the company terminated 21 Ms. Watts' employment because she refused to 22 work full-time after her leave of absence. 23 Is that true?</p>

<p style="text-align: right;">Page 366</p> <p>1 A. Yes.</p> <p>2 Q. You refused to return to work?</p> <p>3 A. Oh, no. I'm sorry. I misunderstood the</p> <p>4 question.</p> <p>5 Q. They did terminate you, but did you --</p> <p>6 A. Yes, they did terminate me. Yes.</p> <p>7 Q. Did you refuse to return to work full-time?</p> <p>8 A. No. I told them that I would be willing to</p> <p>9 return to my 35 hours a week.</p> <p>10 Q. Okay. Now, on page 2, item B, the second</p> <p>11 sentence -- excuse me -- the first sentence,</p> <p>12 On November 2nd, 2005, Montgomery Ventures'</p> <p>13 general manager, Tammy Dominguez, told</p> <p>14 Ms. Watts that the company needed her to</p> <p>15 return to the director of sales and marketing</p> <p>16 position full-time on November 9th.</p> <p>17 A. Correct.</p> <p>18 Q. And that -- had that been your plan all</p> <p>19 along?</p> <p>20 A. Yes.</p> <p>21 Q. Ms. Watts, can you read the next sentence,</p> <p>22 please?</p> <p>23 A. Ms. Watts replied that she could not return</p>	<p style="text-align: right;">Page 368</p> <p>1 A. Correct.</p> <p>2 Q. And remind us again. What date was that?</p> <p>3 A. August the 12th.</p> <p>4 Q. Okay. So you're about ten days away from</p> <p>5 delivering a baby?</p> <p>6 A. Yes.</p> <p>7 Q. And he's writing you about business?</p> <p>8 A. Yes.</p> <p>9 Q. Okay. And he says what?</p> <p>10 A. Heather, thanks for all your time and</p> <p>11 effort. I know you have not felt well and</p> <p>12 are pushing it. Please take care of</p> <p>13 yourself. We appreciate your dedication and</p> <p>14 hard work. I talked to Tandi today and will</p> <p>15 stay in touch, accessible to her at all</p> <p>16 times. Take care.</p> <p>17 Q. And that was in response to your e-mail</p> <p>18 below; is that correct?</p> <p>19 A. Correct.</p> <p>20 Q. Stating that -- what were your plans there?</p> <p>21 A. I sent it to general manager the same day of</p> <p>22 August the 2nd, to Todd; said, I am planning</p> <p>23 in coming for a while this morning. I'm at</p>
<p style="text-align: right;">Page 367</p> <p>1 to work full-time because she did not have</p> <p>2 child care arrangements that would allow her</p> <p>3 to work full-time.</p> <p>4 Q. Is that true?</p> <p>5 A. No. It also states here that the company</p> <p>6 permitted me to extend my maternity leave as</p> <p>7 requested, under A.</p> <p>8 Q. Yes. Is that true?</p> <p>9 A. Yes.</p> <p>10 Q. Okay. Ms. Watts, I want you to look at an</p> <p>11 e-mail marked as Plaintiff's Exhibit #4.</p> <p>12 A. Uh-huh.</p> <p>13 Q. Do you recognize this e-mail?</p> <p>14 A. Yes, I do.</p> <p>15 Q. Okay. And who is it from?</p> <p>16 A. Again, it's a string of e-mails, and the</p> <p>17 first one is from Roger Miller.</p> <p>18 Q. And he says -- what's the date of this,</p> <p>19 first?</p> <p>20 A. August the 2nd.</p> <p>21 Q. So this is -- this is before your pregnancy</p> <p>22 or your -- before your delivery; is that</p> <p>23 correct?</p>	<p style="text-align: right;">Page 369</p> <p>1 home working on two proposals for the CVB</p> <p>2 family reunions and working with Tandi on</p> <p>3 yesterday's bookings. If you need anything</p> <p>4 before I get there, do call my cell.</p> <p>5 Q. And you cc'd that e-mail to Roger Miller?</p> <p>6 A. Correct.</p> <p>7 Q. Okay. Please take a look at Plaintiff's</p> <p>8 Exhibit #5. And can you identify that</p> <p>9 document, please?</p> <p>10 A. Yes, I can. I'm ready. I'm sorry.</p> <p>11 Q. Okay. What -- who is Robert Cole?</p> <p>12 A. The -- I believe his correct title is he was</p> <p>13 the president of the company of Hospitality</p> <p>14 Ventures.</p> <p>15 Q. All right. And what is the substance of this</p> <p>16 e-mail?</p> <p>17 A. The subject of it?</p> <p>18 Q. Substance of it. Can you -- why is he</p> <p>19 writing to you?</p> <p>20 A. He mainly was writing me just applauding my</p> <p>21 successes, as a thank you.</p> <p>22 Q. Okay. And he says that he wants to "express</p> <p>23 to you my happiness in seeing more than 1,000</p>

<p style="text-align: right;">Page 370</p> <p>1 group rooms on the books already for both 2 March and April"; is that correct? 3 A. Correct. 4 Q. And he says, also speaking on behalf of Roger 5 and Rob. Who are those people? 6 A. Roger Miller, who was -- he's the sales and 7 marketing manager or director president. I'm 8 sorry. And I believe he's referring to Rob 9 Flanders, and I believe he was over 10 operations at Hospitality Ventures. 11 Q. And he says, We want you on our team, and we 12 are very pleased with the revenue results of 13 late at this hotel. Is that correct? 14 A. Correct. 15 Q. Okay. And at this time and at all times 16 during your employment, did you believe that 17 you were being employed by Hospitality 18 Ventures? 19 MR. FELLNER: Object to the form of the 20 question. Go ahead and answer. 21 A. Yes. 22 Q. After you -- or during the -- well, let me 23 get one more document here. Take a look at</p>	<p style="text-align: right;">Page 372</p> <p>1 A. No. 2 Q. Why not? 3 A. I wasn't informed about the meeting. 4 Q. And do you know when that meeting occurred? 5 A. It was my understanding it was about mid 6 October. 7 Q. Mid October? 8 A. Uh-huh. 9 Q. And that was after you had finished it? 10 A. No. I finished it at the end of October. 11 Q. So this was a meeting to finalize everything? 12 A. Yes. 13 Q. Did you ever question Roger or Tammy 14 Dominguez as to why you were not consulted? 15 A. I do not recall. 16 Q. You just continued to work on the plan; is 17 that correct? 18 A. Yes. 19 Q. Did they make you feel uncomfortable? 20 A. Yes. 21 Q. Tell me -- tell me what you were thinking at 22 that time. 23 A. Since they were, you know, asking for the</p>
<p style="text-align: right;">Page 371</p> <p>1 Plaintiff's Exhibit #6. And do you recognize 2 this document? 3 A. Yes. 4 Q. And can you tell me what this is? 5 A. It is again a string of e-mails. So the 6 first one is from Roger Miller about Sales 7 Pro. 8 Q. Okay. And, now, the date on this document is 9 9/27; is that correct? 10 A. Correct. 11 Q. So were you already working on the marketing 12 plan at this time? 13 A. Yes. 14 Q. When you -- after you completed it, were you 15 expecting to discuss the plan? 16 A. Yes. 17 Q. With Roger? 18 A. Yeah. It's always reviewed by the 19 salesperson and general manager. 20 Q. And did he come to Montgomery to do that? 21 A. It was my understanding, yes. 22 Q. And did they -- did you discuss the plan with 23 him?</p>	<p style="text-align: right;">Page 373</p> <p>1 materials without me being able to present 2 it, since a lot of the information came 3 directly from my observing other hotels or my 4 input of numbers and there was always -- in 5 the meeting, you're always supposed to 6 discuss why things have happened or why we 7 feel that this marketing plan will pull us 8 into the next year; but just not -- knowing 9 that I wasn't included in that conversation, 10 I mean, it really -- almost like a 11 back-stabbing, that I had worked so hard on 12 something during my maternity leave and not 13 being included in a meeting or even on the 14 phone, you know, to discuss, you know, how 15 well the plan had been coming along or how 16 hard I had worked on it. 17 Q. Yesterday Mr. Fellner asked you a number of 18 questions about your breach of contract 19 claim. And I want to -- I want to ask you 20 this, because this is -- your claim is for a 21 breach of contract for good faith and fair 22 dealing. What does good faith and fair 23 dealing mean to you?</p>

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1 A. That I was to be treated and respected as an
 2 employee, that I had some job security.
 3 Q. So that's a phrase that you can relate to?
 4 A. Yes.
 5 Q. Right. Okay. Do you feel that Hospitality
 6 Ventures treated you fairly?
 7 A. No, I do not.
 8 Q. Now, also, yesterday you mentioned the travel
 9 perk to this job. Did you and your husband
 10 travel with company discounts or --
 11 A. Extensively. We used it a lot during my time
 12 of employment.
 13 Q. Can you tell me some of the places you went?
 14 A. Yearly, we go to the Grand Hotel that is in
 15 Point Clear, Alabama. We do have family in
 16 Atlanta, but we would always stay at any of
 17 the resorts that are up there. We traveled
 18 to Chattanooga a lot.
 19 Q. Okay.
 20 A. Excuse me. If I can add, my husband's family
 21 is also in Texas. So going back and forth to
 22 Texas and having to stay the night over, you
 23 know, traveling with the children was nice to

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1 have a secure hotel to be able to do that.
 2 So we stayed in several Fairfield Inns going
 3 back and forth and during our stay visiting
 4 Texas.
 5 Q. Okay. And how long after you began work on
 6 this job did you get your laptop?
 7 A. It was several -- probably a couple of
 8 months.
 9 Q. And did you use that laptop at home?
 10 A. Yes.
 11 Q. And on the road as well?
 12 A. Yes.
 13 Q. Okay. And was there a purpose in them giving
 14 you a laptop?
 15 A. Yes. To do my Sales Pro reports, to have
 16 access to e-mail for presenting proposals or
 17 meeting with -- you know, to --
 18 correspondence back and forth to clients or
 19 groups or tour buses. So, yes.
 20 Q. So you could work around the clock if you
 21 wanted to or had to, rather.
 22 A. Yes. And e-mailing back and forth to Roger
 23 as he traveled as well.

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1 Q. So this was of benefit to the company in
 2 having you instantly accessible?
 3 A. Correct.
 4 Q. I believe yesterday it was mentioned that you
 5 had a stomach virus, but you were still
 6 working.
 7 A. Correct.
 8 MR. FELLNER: Object to the form.
 9 A. Correct.
 10 Q. And that is on one of the Defendant's Bates
 11 numbers 1150.
 12 MS. DUNCAN: Which I don't have a copy
 13 of.
 14 Q. When was that? Do you recall?
 15 A. It was during my maternity leave. I don't
 16 remember -- recall the exact date.
 17 Q. Do you know if it was significant that the
 18 company never hired anyone after you who was
 19 married or had a child?
 20 A. Yes.
 21 Q. And why is that?
 22 A. Because they wouldn't have to deal with
 23 anybody that had child care concerns.

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1 Q. Had Tammy Dominguez -- during your FMLA
 2 leave, had she ever expressed to you a
 3 concern about child care when you came back,
 4 before she terminated you?
 5 A. No.
 6 Q. Had Roger Miller expressed any concerns to
 7 you about child care?
 8 A. I believe there was just an e-mail that he
 9 was just stating that everything would work
 10 out.
 11 Q. And Todd Epplin was gone by that time, wasn't
 12 he?
 13 A. If I recall, yes.
 14 Q. Has anybody else in the company ever
 15 discussed child care with you?
 16 A. As far as my child care?
 17 Q. Yes.
 18 A. No.
 19 Q. Okay. No one -- did anyone ask you what
 20 accommodations you might need?
 21 A. Well, they knew where Taylor was going, you
 22 know, and they knew that my grandmother was
 23 taking care of the children. Carrie did. I

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1 mean, she knew.
 2 Q. Carrie is the housekeeper?
 3 A. Housekeeping supervisor, manager, yes.
 4 Q. I think yesterday, too, you mentioned that
 5 Todd Epplin was frequently not on premises at
 6 the hotel. Is that -- where was Mr. Epplin
 7 at that time?
 8 A. He traveled a lot. He was -- sometimes he
 9 was at the hotel, but he may have worked,
 10 because of his position, shifts. So he
 11 was -- have to work the audit or late
 12 nights. So there were endless days that, you
 13 know, if I came in at 7:30 or 8:30 that I
 14 would not see Todd all day long because he
 15 would not come in until five or six that
 16 evening. So there were a lot of days that he
 17 was not easily accessible to communicate to.
 18 Q. You said he traveled a lot. For the company
 19 or was it for some other purpose?
 20 A. There was some company travel, but he did a
 21 lot of personal travel. I believe he was
 22 gone to Europe for three weeks.
 23 Q. So was he basically there at night?

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1 A. He lived at the hotel.
 2 Q. Right.
 3 A. Yes. So if he came in either -- you know,
 4 depending, again, on his schedule; but there
 5 were times that he was there mainly at
 6 night. I was always leaving notes for him on
 7 his desk from the prior day about what was
 8 going on.
 9 Q. Did he direct you or supervise you in any
 10 way?
 11 A. No.
 12 Q. Do you know any person connected with
 13 Montgomery Ventures that supervised you --
 14 A. No.
 15 Q. -- or with whom you had regular contact?
 16 A. No.
 17 MS. DUNCAN: That's it for me.
 18 MR. FELLNER: I'd like to ask a few
 19 questions.
 20 EXAMINATION
 21 BY MR. FELLNER:
 22 Q. Ms. Watts, you just testified that -- let's
 23 see -- that Tammy Mitchell -- excuse me --

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1 Tandi Mitchell took over your job after you
 2 left; is that right?
 3 A. She stayed in that position, yes.
 4 Q. She stayed in the intern?
 5 A. Again, after I was terminated and fired, I do
 6 not know if they changed her title or
 7 position. I do not know that.
 8 Q. Okay. So you really don't know what role she
 9 stayed in, do you?
 10 A. I know she stayed in the sales department,
 11 yes.
 12 Q. She stayed performing some services for the
 13 Fairfield Inn, right?
 14 A. She continued to do the sales process.
 15 Q. Okay. Do you know what she did on a
 16 day-to-day basis for the Fairfield Inn?
 17 A. Yes.
 18 Q. What is it that she did?
 19 A. She was basically exactly what I did. She --
 20 we had a list of current clients, our top
 21 clients, that she --
 22 Q. No. I'm not asking what you did. I'm asking
 23 you what Tandi did.

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1 A. That's what I was getting at.
 2 Q. Okay. Go ahead. I'm sorry.
 3 A. There was a list of our top clients that was
 4 given to her during my maternity leave that
 5 she was supposed to remain in contact with.
 6 She continued to work with the current groups
 7 that were coming in and contact -- and making
 8 sure their contracts were completed. She was
 9 out soliciting new groups coming in. She
 10 worked directly with that military business.
 11 We had a lot of military groups in and out,
 12 so it was her responsibility to work with --
 13 directly with the front desk in making sure
 14 that their rooms and everything was taken
 15 care of.
 16 Q. Okay. And, again, you just listed a lot of
 17 things that you claim that Tandi Mitchell
 18 did.
 19 A. Uh-huh.
 20 Q. Did you personally observe her doing any of
 21 these things after you were terminated?
 22 A. Not observing, no.
 23 Q. Did you hear her doing any of these things

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1 after you were terminated?
 2 A. She had told me that she was still doing the
 3 position.
 4 Q. Okay. So what exactly did Tandi -- hold on
 5 before we even get to that. So you didn't
 6 hear her doing any of these things, actively
 7 doing these things, did you?
 8 A. No.
 9 Q. Okay. And you said you didn't hear her, you
 10 didn't observe her doing any of these
 11 things. So the only way you have any
 12 knowledge about her supposedly doing these
 13 things after your employment terminated is
 14 from what Tandi Mitchell personally told you?
 15 A. Correct.
 16 Q. Okay. Exactly what did she tell you?
 17 A. I believe we spoke in January, and she told
 18 me that she was no longer going to be able to
 19 do the position with Roger and them and that
 20 they still owed her some money for a group or
 21 two.
 22 Q. Was this a telephone conversation or in
 23 person?

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1 A. Telephone.
 2 Q. And she said that she was no longer going to
 3 be able to do what?
 4 A. The position.
 5 Q. What was the position? Did she say?
 6 A. Well, it was the position that she was put
 7 into for the internship.
 8 Q. Did she say what she was doing?
 9 A. She was booking the hotel.
 10 Q. No, no, no.
 11 A. Did she say it?
 12 Q. Did she say what she was doing?
 13 A. No.
 14 Q. So she didn't tell you what she was doing;
 15 she just said the position?
 16 A. Which I knew what she was referencing it to,
 17 yes.
 18 Q. Okay. You understood it to mean something?
 19 A. Yes.
 20 Q. But she didn't tell you that, right?
 21 A. No.
 22 Q. Okay. I'm not sure that the record is clear
 23 on that point. I just want to make sure. So

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1 Tandi Mitchell -- during this conversation in
 2 January, Tandi Mitchell never told you
 3 exactly what she was doing while she was
 4 supposedly working for Fairfield Inn after
 5 your employment terminated?
 6 A. No. She just told me she was finishing up --
 7 well, was doing the position.
 8 Q. Okay. She said she could no longer do the
 9 position?
 10 A. The position, correct.
 11 Q. Whatever that meant. And you understood it
 12 to mean a certain thing.
 13 A. Correct.
 14 Q. Okay. Any other conversations you had with
 15 Tandi Mitchell about this position?
 16 A. No.
 17 Q. You also said that it was your understanding
 18 that Jennifer Middleton took over the
 19 position after Tandi Mitchell, right?
 20 A. Correct.
 21 Q. Okay. How did you know that Jennifer
 22 Middleton took over that position?
 23 A. I was told.

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1 Q. By whom?
 2 A. I called the hotel.
 3 Q. Who did you call?
 4 A. The front desk.
 5 Q. And who did you speak to?
 6 A. I don't recall the lady's name. I believe
 7 her name is Joanne.
 8 Q. Joanne at the front desk?
 9 A. Yes. Which I believe now she's the general
 10 manager.
 11 Q. Okay. So you speak to Joanne. What's
 12 Joanne's last name?
 13 A. I don't know.
 14 Q. When did you call Joanne?
 15 A. It was probably the end -- probably right at
 16 January, the first of January.
 17 Q. Okay. Sometime early January?
 18 A. Uh-huh.
 19 Q. 2006?
 20 A. Correct.
 21 Q. Okay. Early January 2006, you just randomly
 22 call the hotel, the Fairfield Inn.
 23 A. Uh-huh.

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1 Q. And you speak to whoever is at the front
 2 desk. How do you know who it was Joanne?
 3 A. Because they say -- when they answer the
 4 phone, they tell us their name.
 5 Q. Okay. And she gave you her name and she said
 6 it was Joanne?
 7 A. Yeah.
 8 Q. And what did you -- tell me about that
 9 conversation.
 10 A. Actually, I called to see if Carrie was there
 11 just to have been her friend. And like I
 12 said, we knew each other's children. And I
 13 had not talked to her in a long time. And I
 14 don't remember at that time if she was said
 15 she's no longer there. And I asked her how
 16 the sales was going. And that's all I said,
 17 how were the sales going. And she said they
 18 have a new salesperson. And I said, oh, so
 19 Tandi's not doing it anymore? And she said,
 20 no, that Jennifer Middleton, if I got the
 21 last name correct, had been hired.
 22 Q. Okay. So somebody told you, but you didn't
 23 personally observe Jennifer Middleton doing

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1 this work, right?
 2 A. No. Joanne told me. I do know someone told
 3 me.
 4 Q. Okay. But you didn't personally observe
 5 Jennifer Middleton doing this work.
 6 A. No. No.
 7 Q. And you didn't personally hear Jennifer
 8 Middleton doing this work, right?
 9 A. No.
 10 Q. No, that's incorrect or no, that's correct?
 11 What I'm trying to confirm is that you -- is
 12 it correct that you never heard Jennifer
 13 Middleton doing this director of sales
 14 position at the Fairfield Inn?
 15 A. Never heard her do it?
 16 Q. Yeah.
 17 A. No.
 18 Q. No, that's not correct?
 19 A. Okay. Repeat your question.
 20 Q. Sure. Did you ever hear Jennifer Middleton
 21 performing the function of director of sales
 22 at Fairfield Inn?
 23 A. I don't understand how you hear someone

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1 perform, but no.
 2 Q. Well, if you -- okay. Your answer indicates
 3 that you don't understand my question.
 4 A. Correct.
 5 Q. So I want to go ahead and try to clarify.
 6 There's a couple of different ways -- we're
 7 talking about basic senses here. Okay. You
 8 can see something. You can taste something.
 9 You can --
 10 A. Correct.
 11 Q. -- smell something. You can hear something.
 12 Did you ever hear her performing those
 13 services that amount to a director of sales
 14 function at the Fairfield Inn?
 15 A. I never witnessed her.
 16 Q. Okay. You never witnessed her, never heard
 17 it, never saw it?
 18 A. Correct.
 19 Q. Okay. You also testified that somebody told
 20 you that your COBRA -- excuse me -- that your
 21 health care coverage was cancelled on October
 22 30th, 2005?
 23 A. Uh-huh.

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1 Q. You made a tape recording of some telephone
 2 conversations that you had, didn't you?
 3 A. Yes.
 4 Q. Okay. And one of those telephone
 5 conversations was with BlueCross BlueShield
 6 of Alabama, right?
 7 A. Correct. That was after my conversation with
 8 Amrita.
 9 Q. Okay. And in that conversation with
 10 BlueCross BlueShield of Alabama, what did
 11 they tell you about whether your health care
 12 was active or cancelled?
 13 A. I don't recall.
 14 Q. All right. But if it says on that tape that
 15 your health care had not been terminated, is
 16 that your understanding of what it would have
 17 been?
 18 A. Correct. That was my purpose of calling.
 19 Q. Ms. Watts, I'm handing you what's been marked
 20 as Defendant's Exhibit #5. Could you take a
 21 look at that and flip to the page that you
 22 said had the policy relating to your leave of
 23 absence?

<p style="text-align: right;">Page 390</p> <p>1 A. I'm looking. I didn't remember the page 2 numbers. 3 Q. Okay. 4 A. And it's not the same page number as that 5 one. 6 MS. DUNCAN: Is that his -- 7 THE WITNESS: I don't know. 8 MS. DUNCAN: I've got 0184 was the page 9 that you -- 10 A. This is 97. 11 Q. Okay. 12 A. 14? 13 Q. All right. And I'll be happy to switch with 14 you for convenience, because this is what you 15 were reading from before, but my 16 understanding is that these things -- now 17 you're looking at Defendant's Exhibit what? 18 Could you just look at the front page and -- 19 A. #3. 20 Q. Defendant's Exhibit #3. Okay. On 21 Defendant's Exhibit #3, does it have a policy 22 about family medical leave there? 23 A. Yes, it does.</p>	<p style="text-align: right;">Page 392</p> <p>1 A. No. 2 Q. Ms. Watts, I'm handing you what's been marked 3 as Defendant's Exhibit #4. Could you take a 4 look at this, please? 5 A. Correct. Yes. Sorry. Yes. 6 Q. That's all right. That's the associate's 7 handbook acknowledgment form that you signed, 8 right? 9 A. Yes. 10 Q. Now, do you see in the first full paragraph 11 under the bullets on Defendant's Exhibit #4, 12 it says something about that the company 13 reserves the right to change, modify the 14 policies at any point. The first full 15 paragraph under the bullets? 16 A. This one? 17 Q. Yes. 18 A. I don't see that sentence. Yes, I do. 19 Q. Sure. Okay. It says that the company can 20 change, amend, or modify the policies at any 21 time, right? 22 A. Correct. 23 Q. Okay. Also, does it say that nothing in that</p>
<p style="text-align: right;">Page 391</p> <p>1 Q. Could you read for us the first thing under 2 the -- where it says family medical leave? 3 What does that say? 4 A. Eligibility requirements. 5 Q. And could you read that first paragraph? 6 A. Yes. If you have -- excuse me. If you have 7 at least one year of service, have worked at 8 least 1250 hours during a 12-month 9 immediately prior to the date requested for 10 leave and are employed at a work site 11 which employs 50 or more associates within 75 12 miles of your work site, you will be eligible 13 for unpaid leave of absence in the event 14 of -- do you want me to read those? 15 Q. You can just read the first one. The birth 16 of a child? 17 A. Correct. 18 Q. Okay. Do you know whether you worked at a 19 work site that employed 50 or more associates 20 within 75 miles of your work site? 21 A. Again, I was not in operations, and I have no 22 idea how many people were employed. 23 Q. So you have no idea one way or the other?</p>	<p style="text-align: right;">Page 393</p> <p>1 handbook or on that handbook -- it says 2 nothing on the handbook acknowledgment form 3 creates a contract? 4 A. In that same paragraph? 5 Q. Yes. 6 A. Yes. 7 Q. Does the next paragraph say that your 8 employment would be at will? 9 A. Yes. 10 Q. Okay. Do you have any idea what that means? 11 A. At any time they choose. 12 Q. That they could fire you? 13 A. It says to terminate, yes. 14 Q. Or you could quit, right? 15 A. Correct. 16 Q. You mentioned before about some of the travel 17 that you did with your husband and your 18 family. 19 A. Uh-huh. 20 Q. When did you go to the Grand Hotel in Point 21 Clear, Alabama? 22 A. I just know we go every summer. 23 Q. Did you go during the summer of 2005?</p>

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1 A. No.
2 Q. Did you go during the summer of 2004?
3 A. I don't recall again.
4 Q. Would you have records of that?
5 A. Probably so, yes.
6 Q. What records would you have?
7 A. That we paid the employee rate.
8 Q. Okay.
9 A. And, again, sometimes that was given to me in
10 a comp if we did a trade, if there was any
11 type of advertising trade.
12 Q. But you would have gone to the Grand Hotel
13 during 2004 while you were an employee at
14 Fairfield Inn?
15 A. I don't recall exactly. I just know that
16 that is somewhere that we travel often to.
17 Q. So you have no idea whether you really went
18 there in the summer of 2004 while you were
19 employed by the Fairfield Inn?
20 A. I don't recall.
21 Q. During your employment at the Fairfield Inn,
22 how many times did you travel to Atlanta
23 other than for your interview in Atlanta?

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1 A. Well, we stayed with family if -- I mean, to
2 visit family often. I mean, I have family
3 that live near Roger all around the suburbs
4 of Atlanta. So --
5 Q. Okay. How many times did you travel to
6 Atlanta during your employment with Fairfield
7 Inn?
8 A. I don't recall. I mean, we -- I can give you
9 an estimate, but I don't know the exact
10 number.
11 Q. When did you go?
12 A. I don't recall.
13 Q. Would you have records about when you went?
14 A. A lot of times we would just go on the
15 weekends, just a Saturday, Sunday; but I
16 don't recall exactly when that was, no.
17 Q. Would you have records of when you went?
18 A. If I stayed in a hotel, yes; but just to go
19 see family, no.
20 Q. Okay. You said before that normally when you
21 went to Atlanta, you would stay in a hotel.
22 A. Correct.
23 Q. If you went during your employment with the

Page 396

1 Fairfield Inn, would you have stayed in a
2 hotel?
3 A. Yes. I mean with my employment? During my
4 employment. It would depend if my family --
5 it depended on where we stayed in Atlanta.
6 If my family was able, we would stay there or
7 we would stay at a hotel near their home.
8 Q. Okay. What I'm trying to understand is
9 during your employment, how many times did
10 you travel to Atlanta?
11 A. Does it matter?
12 Q. Yes, it does. You brought it up. You said
13 it matters. I want to know.
14 A. I was just saying that it was a benefit of my
15 employment.
16 Q. No, no, no. You said it matters. I want to
17 know how many times during your employment
18 you went to Atlanta.
19 A. To visit family?
20 Q. Yes.
21 A. I don't recall. That's my answer.
22 Q. Okay. What records would you have about your
23 trips to Atlanta during your employment with

Page 397

1 the Fairfield Inn?
2 A. I mean, again, if I had -- if I stayed in a
3 hotel, I guess I could -- if the hotel still
4 kept their records, I guess they would have a
5 record of that.
6 Q. How would you have gotten there?
7 A. How would I have gotten there?
8 Q. Yeah. How would you have traveled to
9 Atlanta?
10 A. In a car.
11 Q. You would have drove?
12 A. Yes.
13 Q. Would there be credit card receipts for gas
14 receipts?
15 A. I don't -- a lot of times we don't -- I mean,
16 we didn't really use a lot of credit cards,
17 but --
18 Q. Okay. Would you have paid for gas?
19 A. Yes.
20 Q. All right. Would you have paid for gas with
21 a credit card?
22 A. A debit card.
23 Q. Okay. So it would have been a debit to your

<p style="text-align: right;">Page 398</p> <p>1 account?</p> <p>2 A. Yeah.</p> <p>3 Q. What other expenses would you have incurred</p> <p>4 in your trip to Atlanta?</p> <p>5 A. To visit family?</p> <p>6 Q. Uh-huh.</p> <p>7 A. Probably food.</p> <p>8 Q. So you would have maybe eaten out at a</p> <p>9 restaurant?</p> <p>10 A. There were times, yes.</p> <p>11 Q. And paid for it how?</p> <p>12 A. Cash, debit card, yeah.</p> <p>13 Q. Possibly credit cards, debit cards?</p> <p>14 A. I don't recall, but yes.</p> <p>15 Q. Okay. What about Chattanooga? How many</p> <p>16 times did you visit Chattanooga during your</p> <p>17 employment at the Fairfield Inn?</p> <p>18 A. I don't recall if it was actually when I</p> <p>19 worked for Fairfield Inn, but we have been</p> <p>20 once.</p> <p>21 Q. Once. Do you remember when that once was?</p> <p>22 A. I do not recall.</p> <p>23 Q. Where did you stay on the one time that you</p>	<p style="text-align: right;">Page 400</p> <p>1 Q. Okay. How did you pay for each of those</p> <p>2 activities?</p> <p>3 A. I don't recall.</p> <p>4 Q. Is it possible that you used a credit card or</p> <p>5 a debit card to pay for them?</p> <p>6 A. Yes.</p> <p>7 Q. Okay. Anything else that you did on your</p> <p>8 trip to Chattanooga?</p> <p>9 A. Besides eating.</p> <p>10 Q. So you ate out?</p> <p>11 A. Yes, of course.</p> <p>12 Q. How did you pay for those meals?</p> <p>13 A. I don't recall.</p> <p>14 Q. Is it possible that you used a credit card or</p> <p>15 a debit card?</p> <p>16 A. Yes.</p> <p>17 Q. How many trips did you take to Texas during</p> <p>18 your employment at the Fairfield Inn?</p> <p>19 A. I'm trying to recall, because my father -- I</p> <p>20 mean my husband lost a parent during that</p> <p>21 time, so I'm trying to recall. I believe it</p> <p>22 was during that time.</p> <p>23 Q. I'm sorry.</p>
<p style="text-align: right;">Page 399</p> <p>1 went to Chattanooga?</p> <p>2 A. At the Courtyard, downtown Courtyard.</p> <p>3 Q. How did you pay for that trip? Credit card?</p> <p>4 Debit card?</p> <p>5 A. I don't recall.</p> <p>6 Q. Okay. Whose credit card or debit card would</p> <p>7 you have used, yours or your husband's?</p> <p>8 A. We have joint accounts.</p> <p>9 Q. Okay. Why did you go to Chattanooga?</p> <p>10 A. Family vacation.</p> <p>11 Q. What did you do while you were in Chattanooga</p> <p>12 for the vacation?</p> <p>13 A. What all families do, spend family time</p> <p>14 together, tourist attractions.</p> <p>15 Q. What tours?</p> <p>16 A. They have Rock City, the Incline Railroad.</p> <p>17 There's a Discovery children's museum that we</p> <p>18 like to visit.</p> <p>19 Q. Did you do all of those on your one trip to</p> <p>20 Chattanooga?</p> <p>21 A. Yes, of course.</p> <p>22 Q. Okay. What else?</p> <p>23 A. There's an IMAX and an aquarium.</p>	<p style="text-align: right;">Page 401</p> <p>1 A. So I'm trying to recall the date. Because we</p> <p>2 lost two. And I know his father died in</p> <p>3 April of 2006 and his mother died -- I know</p> <p>4 Taylor was seven months old. So I'm</p> <p>5 trying -- if that's okay, I'm just trying to</p> <p>6 figure out the date. I know Taylor was seven</p> <p>7 months old. I can't -- I don't recall. I'd</p> <p>8 have --</p> <p>9 Q. What's Taylor birth date?</p> <p>10 A. December 28th, 2001.</p> <p>11 Q. Okay. So it would have been July of 2002,</p> <p>12 then?</p> <p>13 A. That's sounds about right, yes.</p> <p>14 Q. Okay. So, when your husband's -- was it</p> <p>15 mother --</p> <p>16 A. Yes.</p> <p>17 Q. -- that passed?</p> <p>18 A. Yes.</p> <p>19 Q. That was sometime in 2002?</p> <p>20 A. Yes.</p> <p>21 Q. So, that was before your employment at the</p> <p>22 Fairfield Inn?</p> <p>23 A. Correct.</p>

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1 Q. His father died sometime in April of 2000 --
 2 what year was that?
 3 A. And I know this is going to sound just off
 4 the wall, but Tanner was seven months old,
 5 too. I know that sounds very sporadic,
 6 but --
 7 Q. So that would have been -- Tanner was born in
 8 August of '05?
 9 A. Right. So it would have been in '06 that we
 10 went?
 11 Q. So it was sometime in '06?
 12 A. Yes.
 13 Q. So it would have been after your
 14 employment --
 15 A. Yes.
 16 Q. -- with Fairfield Inn?
 17 A. Correct.
 18 Q. Okay. So you didn't travel to Texas for
 19 either one of those occasions --
 20 A. Not under Fairfield Inn, right.
 21 Q. -- while you were employed at Fairfield Inn?
 22 A. No.
 23 Q. Okay. How many times during your employment

Page 403

1 at Fairfield Inn did you travel to Texas?
 2 A. I do recall it was one other time. It was
 3 during the -- I believe it was Thanksgiving
 4 of 2004. I had just been hired. I mean, I
 5 know I had just started. So if I started in
 6 July -- I know that it was approved by Todd.
 7 I remember -- I recall that. So I did -- we
 8 did go -- I believe it was Thanksgiving
 9 during that year, yes.
 10 Q. So Thanksgiving 2004 --
 11 A. Uh-huh.
 12 Q. -- you went to Texas. Where in Texas?
 13 A. It's south of Austin, in Luling, L-U-L-I-N-G.
 14 That's where his family lives.
 15 Q. And where did you stay?
 16 A. I remember staying at a -- we always -- if we
 17 were able to stay at a Fairfield Inn in -- I
 18 believe it was -- it's Jackson, Mississippi.
 19 Q. How did you pay for that?
 20 A. I don't recall.
 21 Q. Is it possible that you used a credit card or
 22 debit card?
 23 A. Yes. And that was on the employee rate. I

Page 404

1 recall that. That was before the card, so I
 2 had authorization for it.
 3 Q. Okay. Earlier you testified that Fairfield
 4 Inn hasn't hired anyone with children -- with
 5 children, right? Is that what you testified?
 6 A. With children?
 7 Q. Yeah.
 8 A. I don't recall.
 9 Q. Okay. What is it that you testified about
 10 Fairfield Inn's hiring practices with respect
 11 to individuals with children?
 12 A. What did I testify about?
 13 Q. Yeah. What did you say earlier? You made a
 14 statement earlier about the company's hiring
 15 practices. And I'm just trying to understand
 16 what it was.
 17 MS. DUNCAN: We can go back and read
 18 it.
 19 A. I believe I just answered yes or no.
 20 Q. Okay.
 21 MR. FELLNER: Let's go off the record
 22 and get that read back.
 23 (The court reporter read as

Page 405

1 requested.)
 2 Q. Ms. Watts, earlier today you testified that
 3 to your knowledge, Tammy Dominguez has not
 4 hired anyone with a child; is that right?
 5 A. Correct.
 6 Q. What did you do to investigate to determine
 7 whether Tammy Dominguez has hired anyone with
 8 a child?
 9 A. I just said not that I know of.
 10 Q. Okay. So she could have hired people with
 11 children; you have no idea?
 12 A. Correct.
 13 Q. Earlier today you testified that Tammy
 14 Dominguez, to your knowledge, has not hired
 15 anyone who was pregnant.
 16 A. I said not that I know of.
 17 Q. Okay. So what did you do to investigate the
 18 veracity of that statement?
 19 A. Nothing.
 20 Q. And earlier today you testified that Tammy
 21 Dominguez has not -- to your knowledge, has
 22 not hired anyone who is married, right?
 23 A. Correct.

<p style="text-align: right;">Page 406</p> <p>1 Q. What did you do to investigate the veracity 2 of that statement? 3 A. Nothing. And I stated not that I know of. 4 MR. FELLNER: Okay. For right now, 5 that's all the questions that I 6 have. I'm going to leave this 7 deposition open because you guys 8 have still not produced your son's 9 health care records, which I am 10 expecting to get in response to a 11 subpoena. And then we'll see if 12 we're going to redepose you about 13 those as well. 14 THE WITNESS: Sure. 15 MS. DUNCAN: I want to ask two more 16 questions on things that he 17 brought up here. 18 EXAMINATION 19 BY MS. DUNCAN: 20 Q. When BlueCross BlueShield told you that your 21 health insurance had in fact extended a month 22 in advance, did that mean that Amrita was 23 telling you a lie?</p>	<p style="text-align: right;">Page 408</p> <p>1 A. Correct. I had to ask for one. 2 Q. Okay. So, to your knowledge, the handbook 3 that you received after you were terminated 4 was the same one that you signed the release 5 for? 6 A. Correct. 7 MS. DUNCAN: I think that's it. 8 THE WITNESS: Can we take a break? 9 MR. FELLNER: I have absolutely, like, 10 three questions. 11 EXAMINATION 12 BY MR. FELLNER: 13 Q. I mean, this is ridiculous at this point. 14 Let's look at Defendant's Exhibit #4, 15 please. What is in the bottom right-hand 16 corner? It says 45, correct? 17 A. 45. Page 45, yes. 18 Q. Yeah, page 45. Let's look at Defendant's 19 Exhibit #3. Okay? 20 A. Yes. 21 Q. Now, Defendant's Exhibit #3 is the document 22 you claim to be the handbook you received, 23 right?</p>
<p style="text-align: right;">Page 407</p> <p>1 A. Yes. 2 Q. Did you have difficulty getting compensation 3 and bonuses from Hospitality Ventures? 4 A. I constantly was having to e-mail Todd or 5 Roger or ask, you know, when would they be 6 paid or -- because in the beginning, it was 7 never clarified to me of how the process was 8 about being paid. My understanding is when a 9 quarter was over, it should be on -- after 10 approved, be on the next payroll check. And 11 sometimes it would go maybe two or three pay 12 periods. So I constantly just asked. 13 Q. In fact, the bulk of these e-mails that have 14 been produced are about trying to get paid? 15 A. Correct. 16 MR. FELLNER: Object to the form. 17 Q. Did the -- Mr. Fellner asked about changes in 18 policy in their personnel handbook. Did you 19 ever receive notice of any change in policy? 20 A. No. 21 Q. And I believe yesterday, you stated that you 22 never received the handbook until after you 23 were terminated; is that right?</p>	<p style="text-align: right;">Page 409</p> <p>1 A. Yes. 2 Q. Is that a 45-page document? 3 A. I would have to -- 4 Q. Go ahead. Count them. Or you can just look 5 at the bottom right-hand number and -- 6 A. And subtract them? 7 Q. Yeah, and do the math. We went through this 8 yesterday. 9 A. Well, then, it's noted. 10 Q. We went through this yesterday. And, you 11 know, you're muddying up the record now. I 12 want to be clear about this. Is that a -- 13 MS. DUNCAN: Objection. 14 Q. Is Defendant's Exhibit #3 -- 15 A. Yes, it is. 16 Q. Is Defendant's Exhibit #3 a 45-page 17 document? 18 A. Yes, it is. 19 Q. Oh, it is. Okay. Because it begins on page 20 170. And Defendant's Exhibit #3 ends on page 21 197. My math says that's 27 pages, is it? 22 Am I wrong here? Did you count this? 23 A. No.</p>

<p style="text-align: right;">Page 410</p> <p>1 Q. Please count it. 2 A. Are you counting the cover page? 3 Q. Please do. 4 (Brief pause) 5 A. 27. 6 Q. Okay. So Defendant's Exhibit #3 is a 27-page 7 document, right? Could you look at 8 Defendant's Exhibit #5, please? How many 9 pages is Defendant's Exhibit #5? 10 A. 45. 11 Q. Okay. Now, if you signed a document that 12 says it's the 45th page for a handbook, do 13 you believe it's more likely that it's the 14 45th page of Defendant's Exhibit #5 or 15 Defendant's Exhibit #3? 16 A. I don't know. This is the one that was given 17 to me. 18 Q. After your employment terminated, right? 19 A. And they were copied in the hotel, so I can't 20 verify who made the copy and then if the 21 pages were correct. 22 Q. You really have no idea which handbook it 23 belongs to, right?</p>	<p style="text-align: right;">Page 412</p> <p>1 REPORTER'S CERTIFICATE 2 STATE OF ALABAMA 3 AUTAUGA COUNTY 4 I, Heather Barnett, Court Reporter and 5 Commissioner for the State of Alabama at Large, 6 hereby certify that on Thursday, July 19, 2007, I 7 reported the deposition of HEATHER GODFREY WATTS, 8 who was first duly sworn or affirmed to speak the 9 truth in the matter of the foregoing cause, and 10 that pages 4 through 411 contain a true and 11 accurate transcription of the examination of said 12 witness by counsel for the parties set out 13 herein. 14 I further certify that I am neither of kin 15 nor of counsel to any of the parties to said 16 cause, nor in any manner interested in the 17 results thereof. 18 This 6th day of August, 2007. 19 20 21 _____ 22 HEATHER BARNETT, Court Reporter 23 Commissioner for the State of Alabama at Large MY COMMISSION EXPIRES: 3/30/2011</p>
<p style="text-align: right;">Page 411</p> <p>1 A. No. 2 Q. Which handbook Defendant's Exhibit #4 belongs 3 to, right? 4 A. Correct. 5 Q. Okay. That's good enough. 6 MR. FELLNER: That's it. Again, 7 leaving this deposition open with 8 respect to the documents that we 9 still do not have. 10 (The deposition concluded at 11 10:59 a.m.) 12 ***** 13 FURTHER DEPONENT SAITH NOT 14 ***** 15 16 17 18 19 20 21 22 23</p>	<p style="text-align: right;">Page 413</p> <p>1 SIGNATURE OF WITNESS 2 I, HEATHER GODFREY WATTS, hereby certify 3 that I have read the transcript of my deposition 4 consisting of pages 4 through 411, and except for 5 the corrections listed below, certify that it is 6 a true and correct transcription. 7 8 _____ 9 HEATHER GODFREY WATTS 10 11 SWORN TO AND SUBSCRIBED before me 12 this ____ day of _____, 2007. 13 14 _____ 15 NOTARY PUBLIC 16 17 ***** 18 19 Page Line Correction and reason therefor 20 21 22 23</p>

From: Roger A Miller
Sent: 10/31/2005
To: Watts, HEATHER
Cc: Dominguez, Tammy
Bcc:
Subject: RE: Completed MK Plan Items from Heather 2 of 2 emails

Heather, Thanks. I appreciate these. Have a super week.

-----Original Message-----

From: Watts, HEATHER [mailto:Heather.G.Watts@marriott.com]
Sent: Sunday, October 30, 2005 9:36 PM
To: FFI, Portland Maine Mall GM (F)
Cc: Miller, Roger
Subject: Completed MK Plan Items from Heather 2 of 2 emails

Tammy,
Attached are the Action Plans- again I based alot of this from last year. (all worked great) We can review together and add/delate items that you wish to see happen within the Sales Department. Roger's notebook that he sent had some great ideas. Just let me know

Thanks

Heather G Watts
Director of Sales & Marketing
Fairfield Inn by Marriott
5601 Carmichael Road
Montgomery, Alabama 36117
Hotel Phone & Fax: 334-270-0007
Cell Phone: 334-354-2619
Home Fax: 334-244-8077
www.marriott.com/mgmfi <<http://www.marriott.com/mgmfi>>

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MV1000165

STATE OF ALABAMA
DEPARTMENT OF INDUSTRIAL RELATIONS
UNEMPLOYMENT COMPENSATION AGENCY
MONTGOMERY, ALABAMA 36131

MONETARY DETERMINATION

HEATHER G WATTS
6976 EASTERN SHORE RD
MONTGOMERY AL 36117 7612

DATE 11/15/05 PAGE 1
SSN XXX-XX-1193
CLAIM DATE 11/13/05
6001

BASE PERIOD WAGES

EMPLOYER	JUL-SEP 04	OCT-DEC 04	JAN-MAR 05	APR-JUN 05	EMP-TOT
OLE ROBERT 0-296290-30 SIC7011	WAT 8,460.55	WAT 9,423.05	WAT 11,576.90	WAT 12,153.85	41,614.35

QUARTER TOTALS	8,460.55	9,423.05	11,576.90	12,153.85	41,614.35
					=====
					TOTAL WAGES

WEEKLY BENEFIT AMOUNT - 220.00 MAXIMUM BENEFIT AMOUNT - 5,720.00

MESSAGE



AVERAGE OF TWO HIGH QUARTERS = \$ 11,865.37 MAILED 11/15/05
REDET DATE 00/00/00 REDET CODE 0

FOR EXPLANATION OF THIS DETERMINATION AND APPEAL RIGHTS SEE 'YOUR BENEFIT RIGHTS AND RESPONSIBILITIES' BOOKLET.

II. Facts

Montgomery Ventures owns and operates the Marriott Fairfield Inn hotel in Montgomery, Alabama. On June 24, 2004, Montgomery Ventures hired Ms. Watts as the Company's Director of Sales and Marketing. Ms. Watts is the only employee who has taken a leave of absence from Montgomery Ventures.

A. Ms. Watts Takes Maternity Leave

On August 11, 2005, Ms. Watts began a maternity leave, and gave birth the following day. On September 27, 2005, Ms. Watts asked to extend her maternity leave until the first week of November. The Company permitted her to extend her maternity leave as requested.

B. The Company Terminated Ms. Watts' Employment Because She Refused To Return To Work Full-Time

On November 2, 2005, Montgomery Ventures' General Manager Tammy Dominguez told Ms. Watts that the Company needed her to return to the Director of Sales and Marketing position full-time on November 9. Ms. Watts replied that she could not return to work full-time because she did not have childcare arrangements that would allow her to work full-time. Accordingly, Ms. Dominguez told Ms. Watts that the Company would not continue to hold the Director of Sales and Marketing position available for Ms. Watts.

On November 6, 2005, Ms. Dominguez offered Ms. Watts two (2) additional available positions: front desk clerk and night shift audit. Both positions required Ms. Watts to work 35 hours per week, and paid the same compensation and benefits that Ms. Watts previously received as Director of Sales and Marketing. Ms. Dominguez asked Ms. Watts to notify the Company by November 10, 2005, which position she wanted. On November 10, 2005, the Company was forced to terminate Ms. Watts' employment because she failed to accept any of the positions offered, and failed to return to work on a full-time basis.

Montgomery Ventures denies all allegations of Ms. Watts' Charge of Discrimination not specifically admitted.

III. Conclusion

Montgomery Ventures, LLC did not discriminate against Heather Watts based on her pregnancy or any other reason. For all these reasons, Montgomery Ventures respectfully requests that the EEOC issue a no cause determination and dismiss the charge.

This 4 day of April, 2006.


MORRIS, MANNING & MARTIN, LLP

R. Jason D'Cruz

Daniel S. Fellner

Attorneys for Montgomery Ventures, LLC

1600 Atlanta Financial Center

3343 Peachtree Road, N.E.

Atlanta, Georgia 30326

(404) 233-7000

Watts, HEATHER

From: Roger A Miller [rmiller@hospitalityventures.com] **Sent:** Tue 8/2/2005 8:30 PM
To: Watts, HEATHER
Cc: Robert Cole; tepplin872@aol.com
Subject: RE: Heather Tuesday 8 2 05
Attachments:

Heather; Thanks for all your time and efforts. I know you have not felt well and are pushing it. Please take care of your self. We appreciate your dedication and hard work. I talked with Tandi today and will stay in touch/accessible to her at all times. Take care.

-----Original Message-----

From: Watts, HEATHER [mailto:Heather.G.Watts@marriott.com]
Sent: Tuesday, August 02, 2005 9:16 AM
To: Epplin, Todd
Cc: Miller, Roger
Subject: Heather Tuesday 8 2 05

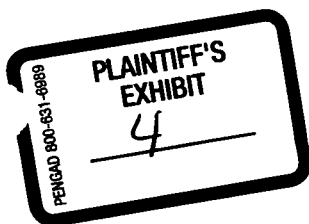
Todd,

I am planning on coming in for a while this morning. I am at home working on two proposals for the CVB-family reunions and working with Tandi on yesterday's bookings.

If you need anything before I get there do call my cell.

Heather G Watts
Director of Sales & Marketing
Fairfield Inn by Marriott
5601 Carmichael Road
Montgomery, Alabama 36117
334-270-0007 hotel phone/fax
334-354-2619 cell phone
334-244-8077 home fax
www.marriott.com/mgmfi <<http://www.marriott.com/mgmfi>>

Eager to assist with corporate, group or special events.



watts167@bellsouth.net

From: Robert Cole [rcole@hospitalityventures.com]
Sent: Friday, February 25, 2005 9:56 AM
To: 'Mickey and Heathe'
Cc: 'Roger A Miller'; 'Rob Flanders'
Subject: Montgomery

Hi Heather,

First of all, let me express my sincere appreciation for all of your hard work and efforts in helping the property achieve some pretty terrific revenue and market share results of late. I also want to express to you my happiness in seeing more than 1000 group rooms on the books already for both March and April. I am very proud of your successes and I want to thank you.

Secondly, I know you are frustrated by some of the working aspects/environment at the hotel. I recognize certain things are not handled to your liking or your satisfaction. I respect your passion and your commitment to wanting things done right. We share this philosophy as we all want things done right as well. The guest must come first, above all else—I know you know this. I do not want to come across as defending Todd, but you ought to know that Todd is under an enormous amount of pressure to succeed at this hotel, especially from an operations and guest score perspective. We have placed the burden on him to get the hotel out of the red zone "or else". Maybe this pressure is not fair, but it is reality and everybody reacts differently when under this kind of pressure. I have known Todd for a long time, and he is a good guy that does care about his job and the hotel he is at. Some of what you are experiencing might be just some of Todd's frustration as I'm sure he is somewhat tired and frustrated in his own right by separate and apart issues.

Having said that, speaking on behalf of Roger and Rob, we want you on our team and we are very pleased with the revenue results of late at this hotel. I have asked both Rob and Roger to help intervene and try to facilitate an acceptable solution going forward. I can only hope you are receptive to this; as always it takes all parties to work together and compromise. In the meantime, if you have any questions or comments for me, please don't hesitate to contact me direct. I look forward to your being a member of our team, long-term.

Robert Cole

11/5/2005



From: Roger A Miller
Sent: 09/27/2005
To: Watts, HEATHER
Cc: Tammy Dominguez; Curtis Reitz; Robert Cole
Bcc:
Subject: RE: MGMFI SALES PRO

Heather, thanks. I will go through everyone's Sales Pro tomorrow now that I have returned from Nashville. I'm sure you have the information discussed and I appreciate it. We look forward to your return and sales efforts. The hotel will continue to be extremely successful with Tammy overseeing/insuring operational excellence and your selling/representation of the hotel. Have a great evening. Take care.

-----Original Message-----

From: Watts, HEATHER [mailto:Heather.G.Watts@marriott.com]
Sent: Tuesday, September 27, 2005 2:28 PM
To: Miller, Roger
Cc: FFI, Montgomery GM
Subject: MGMFI SALES PRO

Roger,
When you have an opportunity, please take a look at Sales Pro and see the Account Traces to date. I just want to make sure this is what your intentions are for me to do as well as enter group bookings while on maternity leave. If there is something else, please let me know. Again, I am sorry there was miscommunication!
Tandi has sent what she has booked to date- I am entering these this week.

Thanks!

Heather G Watts
Director of Sales & Marketing
Fairfield Inn by Marriott
5601 Carmichael Road
Montgomery, Alabama 36117
Hotel Phone & Fax: 334-270-0007
Cell Phone: 334-354-2619
Home Fax: 334-244-8077
www.marriott.com/mgmfi <<http://www.marriott.com/mgmfi>>

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MV1000114

From: Daniel S. Fellner
To: Priscilla Black Duncan
Cc: jlconnell@haynes-haynes.com; Alicia Haynes; Jeff Lee
Date: 7/19/2007 10:58:01 PM
Subject: Watts case

Priscilla,

Earlier today, on July 19, you stated to me that Plaintiff believes Hospitality Ventures' response to Plaintiff's First Request for Production is deficient because it did not identify the e-mail documents which were responsive to each Request. As you requested, we are endeavoring to identify to which Requests the e-mails are responsive before Roger Miller's deposition on July 20. On such short notice, we are unable to provide all of the information you requested by the start of Mr. Miller's deposition. However, attached is a list of the beginning document numbers and end document numbers for the e-mails responsive to Requests 7 and 8.

Please call if you have any questions.

Dan



Miller & Dominguez E-Mails

Beginning Document #	End Document #
MV1000114	MV1000114
MV1000116	MV1000117
MV1000118	MV1000119
MV1000120	MV1000120
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MV1000125	MV1000126
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MV1000131	MV1000132
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MV1001895	MV1001897

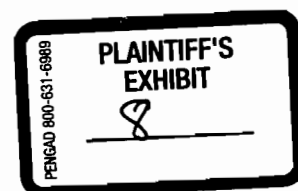
Watts & Miller E-Mails

Beginning Document #	End Document #
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MV1000042	MV1000043
MV1000044	MV1000044
MV1000052	MV1000054
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MV1000116	MV1000117
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MV1001146	MV1001147
MV1001153	MV1001154
MV1001155	MV1001155
MV1001156	MV1001157

EXHIBIT A



AFFIDAVIT OF ROGER MILLER

STATE OF GEORGIA)
)
COUNTY OF FULTON)

Personally appeared before the undersigned officer duly authorized by law to administer oaths, Roger Miller, who after first being duly sworn states, on oath:

I understand that this Affidavit will be submitted in the civil action styled, Heather Watts v. Hospitality Ventures, LLC, Civil Action No. 2:06CV1149-MEF, pending in the United States District Court for the Middle District of Alabama.

I am over twenty-one (21) years of age and am competent to testify to the matters contained herein. This Affidavit is based upon my personal knowledge.

1. I am employed by Hospitality Ventures Management, Inc. I have overseen the sales and marketing functions at the Fairfield Inn by Marriott, located at 5601 Carmichael Road, Montgomery, Alabama, 36117 (the "Hotel").

2. From June 24, 2004, through November 9, 2005, Heather Watts worked at the Hotel or was assigned work from the Hotel.

3. Montgomery Ventures, LLC owns and operates the Hotel. Hospitality Ventures, LLC does not own or operate the Hotel.

FURTHER AFFIANT SAYETH NOT.

Roger A. Miller
Roger Miller

Signed and sworn before me this 23rd day of March, 2007.

Carol A. Tharbock
Notary Public

My commission expires: 5-4-2008

(NOTARY SEAL)



Montgomery Executive Summary



Primary Contact:	Tammy Pratt Dominquez	Date:	Jul 12, 2006
MARSHA Code:	MGMFI	Region:	Central
Unit Number:	432A5	City, State:	Montgomery, AL
Reviewed By:	Hickman, Randy	Managed By:	Hospitality Ventures, LLC
Review Type:	Semi Annual	Owned By:	Hospitality Ventures, LLC

[View Fairfield Inn NALO - Critical Items Success Plan](#)

[View Fairfield Inn NALO - Non-Compliant Items Success Plan](#)

[View Fairfield Inn Non-Compliant Condition Items](#)

The Hotel's Operations Review Grand Total Score is 86%.

You have missed 1 critical items, which must be addressed in your [Critical Items Success Plan](#) within 2 Weeks of your review date.

CATEGORY	TOTAL POSSIBLE POINTS	TOTAL EARNED POINTS	PERCENTAGE OF TOTAL POINTS EARNED
LEADERSHIP	82	79	96%
Administration	58	55	95%
Associate Development	24	24	100%
CLEANLINESS	562	526	94%
Cleanliness of Exterior, Public Space & Functional Areas	108	105	97%
Cleanliness of Back of the House	12	12	100%
Cleanliness of Guest Rooms/Suites	442	409	93%
CONDITION	363	268	74%
Condition of Exterior, Public Space & Functional Areas	120	81	68%
Condition of Back of the House	12	10	83%
Condition of Guest Rooms/Suites	231	177	77%
SAFETY AND SECURITY	216	207	96%
Life Safety	144	144	100%
Security	72	63	88%
STANDARDS	124	121	98%
Food and Beverage	17	17	100%
Exterior, Public Space & Functional Areas	12	12	100%
Front Desk	61	58	95%
Guest Rooms/Suites	34	34	100%
BRAND IMAGE	27	27	100%
Uniforms	27	27	100%
CRITICAL ITEM VIOLATION(S)	0	-40	N/A
Critical Item Point Deductions	0	-40	N/A
OPERATIONS REVIEW GRAND TOTAL SCORE	1374	1188	86%

Note: Each non-compliant Critical Item will result in a 40 point deduction from the total points earned on the Operations Review (OR). This 40 point deduction will be in addition to the hotel not receiving 9 points for any such non-compliant Critical Item; and if the Critical Item Repeat Violation question on the OR is marked "no", there will be a one-time 100 point deduction from the total points earned on the OR.

The Hotel has been placed in the Clear OR Performance Classification. If the Hotel received a Red OR

MV 00244

CONFIDENTIAL

**Montgomery
NALO Critical Items Success Plan**



Primary Contact:	Margaret Vito	Date:	Jan 9, 2007
MARSHA Code:	MGMFI	Region:	Central
Unit Number:	432A5	City, State:	Montgomery, AL
Reviewed By:	Hickman, Randy	Managed By:	Hospitality Ventures, LLC
Review Type:	Semi Annual	Owned By:	Hospitality Ventures, LLC

[View Fairfield Inn NALO - Executive Summary](#)

[View Fairfield Inn NALO - Non-Compliant Items Success Plan](#)

Action steps must be input against each item listed below in accordance with the criteria for completion set forth in the Action Plan column below, as soon as possible. Food Safety critical items must have an action plan completed within 48 hours, and all other items must have an action plan completed no later than two weeks after the Operations Review or Brand Standards Audit. By inserting a date in the Date Complete column, you hereby certify that the actions required for such Critical Item in the Action Plan column have been fully completed by such date, and you are in full compliance with the Critical Items associated with such Date Complete.

Q#	PTS	ITEM DESCRIPTION	COMMENTS	Action Plan	RESPONSIBLE PERSON	DATE DUE	DATE COMPLETED
CRITICAL ITEMS							
There were no non-compliant Critical Items in this Operations Review.							



CONFIDENTIAL

MV 00236

Montgomery Executive Summary



Primary Contact:	Margaret Vito	Date:	Jan 9, 2007
MARSHA Code:	MGMFI	Region:	Central
Unit Number:	432A5	City, State:	Montgomery, AL
Reviewed By:	Hickman, Randy	Managed By:	Hospitality Ventures, LLC
Review Type:	Semi Annual	Owned By:	Hospitality Ventures, LLC

[View Fairfield Inn NALO - Critical Items Success Plan](#)

[View Fairfield Inn NALO - Non-Compliant Items Success Plan](#)

The Hotel's Operations Review Grand Total Score is 80%.

CATEGORY	TOTAL POSSIBLE POINTS	TOTAL EARNED POINTS	PERCENTAGE OF TOTAL POINTS EARNED
SAFETY AND SECURITY	147	126	86%
Life Safety	99	81	82%
Security	48	45	94%
LEADERSHIP	48	33	69%
Administration	24	21	88%
Associate Development	24	12	50%
CLEANLINESS	370	319	86%
Cleanliness of Exterior, Public Space & Functional Areas	87	81	93%
Cleanliness of Guest Rooms/Suites	283	238	84%
CONDITION	240	162	68%
Condition of Exterior, Public Space & Functional Areas	99	63	64%
Condition of Guest Rooms/Suites	141	99	70%
STANDARDS	199	157	79%
Exterior, Public Space & Functional Areas	12	12	100%
Front Desk	75	72	96%
Food and Beverage	66	48	73%
Guest Rooms/Suites	46	25	54%
BRAND IMAGE	27	27	100%
Uniforms	27	27	100%
OPERATIONS REVIEW GRAND TOTAL SCORE	1031	824	80%

Note: Each Non-compliant Critical Item will result in a 20 point deduction from the total points earned. This 20 point deduction will be in addition to the hotel not receiving 9 points for any such non-compliant Critical Item; and if the Critical Item Repeat Violation question is marked "No", there will be a one-time 40 point deduction from the total points earned.

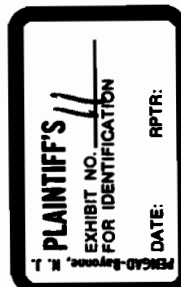
The following information applies only to Operations Reviews and does not apply to Self Reviews or Non-Accountable Reviews:

The Hotel has been placed in the **Yellow OR** Performance Classification. If the Hotel received a **Red OR** Performance Classification, then the Hotel is in the Red OR Performance Classification for this tracking period and you must review the CFRST Program Guide in the Resources area of the LQA web site to determine the Hotel's status under the Quality Assurance Program and the consequence of the Hotel being placed in the Red OR Performance Classification for this tracking period.

Fairfield Inn Operations Review (OR) Performance Classification thresholds are as follows:

CONFIDENTIAL

MV 00234



From: Dominguez, Tammy
Sent: 11/08/2005
To: amrita@hospitalityventures.com
Cc:
Bcc:
Subject: FW: COBRA-HEATHER

Amrita:

I sent an email asking you not to call Heather. Please forward me answers to Heathers questions and I will respond to her. If you choose to respond to Heather that is fine. It has become a sticky mess with Heather and we need to be cautious of our statements to her. Thanks have a great day.

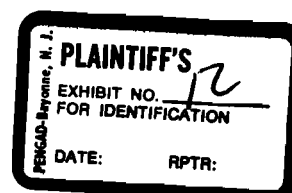
Also, please read the attached letter to Heather, so you know what is happening with her at this time.

Tammy

From: watts167@bellsouth.net [mailto:watts167@bellsouth.net]
Sent: Mon 11/7/2005 9:34 PM
To: Dominguez, Tammy
Subject: COBRA-HEATHER

From: watts167@bellsouth.net [mailto:watts167@bellsouth.net]
Sent: Monday, November 07, 2005 6:30 PM
To: 'Amrita Parekh'
Cc: 'rcole@hospitalityventures.com'; 'Roger A Miller'; 'Dominguez, Tammy'
Subject: FW: Can you call me...Heather??
Importance: High

Amrita,



MV1000019



jennifer0505(a) knology. net

PERSONNEL ACTION FORM

Name Middleton Jennifer Anne
 (As it appears on SS Card) Last First Middle
 Property Montgomery Ventures Inc FFI
 Effective Date of Action 1/9/06 Job Title DIRECTOR OF SALES
 Date Prepared 1/9/06 Time Badge # _____
 (Attach time clock printout if new hire)

Check Appropriate Boxes ☐ New Hire ☐ Change
☐ Rehire ☐ Other

Associate
Information
(New or
Changed)

Name Jennifer A. Middleton Soc Sec No. 549-25-4024
 Street Address 1125 Beth Manor Drive
 City, State, Zip Montgomery, AL 36109
 Telephone No. (334) 356-3758 ☒ Male ☒ Female Date of Birth 5-5-73
☒ Single ☐ Married Withholding Allowances: _____ Additional Withholding Per Check _____
 EEO race code: ☒ White ☐ Black ☐ Hispanic ☐ Asian/Pacific Islander ☐ Am. Indian/Alaskan Native

SSN SEC NO.
VERIFICATION:
INITIALS

New Hire/
Rehire

Job Title DIRECTOR OF SALES Department No. _____
 Hire Date 1/9/06 or Return from Lay-off Date _____
 Work Status: ☒ FT ☐ PT ☐ Temp ☐ Seasonal FT ☐ Seasonal PT
☐ Hourly: Rate of Pay (per hour) _____ ☒ Salary: Annual Salary \$40,000
 Insurance Eligibility Date 4/9/06 (hourly = 90 day wait / salaried = no wait)

Changes

☐ Review
Increase
☐ Merit
☐ Promotion
☐ Adjustment
☐ Transfer
☐ Other

FROM	TO
Job Title _____	Job Title _____
Dept Number _____	Dept Number _____
Rate of Pay _____ Per _____	Rate of Pay _____ Per _____
Work Status: <input type="radio"/> FT <input type="radio"/> Seasonal FT <input type="radio"/> PT <input type="radio"/> Seasonal PT	Work Status: <input type="radio"/> FT <input type="radio"/> Seasonal FT <input type="radio"/> PT <input type="radio"/> Seasonal PT
Next Review Date _____	

Absence

☐ Vacation Pay No. of days requested _____ From: _____ To: _____
☐ Sick Pay No. of days requested _____ From: _____ To: _____
☐ Other No. of days requested _____ From: _____ To: _____
☐ Leave of absence (FMLA) From: _____ To: _____ Reason: _____

Remarks

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APPROVALS

Department Head/Date J. Dominguez 1/6/09 General Manager/Date _____
 Entered into navmll by _____ Date _____

MV 00199

Mickey and Heathe

From: "Roger A Miller" <rmiller@hospitalityventures.com>
To: "Mickey and Heathe" <watts167@charter.net>
Cc: "Ronda Masters" <montgomerygm@earthlink.net>; "Robert Cole" <rcole@hospitalityventures.com>; "Rob Flanders" <rflanders@hospitalityventures.com>
Sent: Friday, June 18, 2004 10:05 AM
Subject: RE: Fairfield Inn By Marriott "Director Of Sales/ Marketing Position"

Heather; Hospitality Ventures is pleased to welcome you into our family of hospitality professionals. Rob has forwarded the information requested in your earlier e mail. This will meet your expectations. I will call you on your arrival next Thursday and will visit the property that next week to implement a 2 day Sales/ Marketing orientation. I would like to make 4-5 sales calls on potential new accounts you feel could be brought to the hotel fairly soon. My presence should assist you in the credibility department with these accounts. I will discuss this with you next week. If there are any questions pertaining to the above please contact me. Welcome aboard. We look forward to a successful working relationship for many years to come.

-----Original Message-----

From: Mickey and Heathe [mailto:watts167@charter.net]
Sent: Thursday, June 17, 2004 8:17 PM
To: Roger A Miller
Subject: Re: Fairfield Inn By Marriott "Director Of Sales/ Marketing Position
Importance: High

Roger,

Good Evening! I would like to take this opportunity accept the position of Director of Sales/Marketing for the Fairfield Inn Montgomery upon written claification of insurance coverage will commence upon 30 days from hire and that half of the monthly premium amount for family coverage will be paid by hotel as per conversation with Rob. I would like to start on Thursday, June 24th.

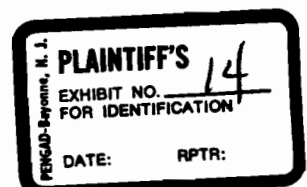
Also per my discussion with Todd today, I informed him of that I had already previousouly scheduled the following days off with Wingate Inn: August 11th (Dr's Appointment) and August 19-20 (family vacation) Todd agreed that it would be fine to keep the same days as scheduled. I do realize that the days off are without pay.

I am very excited about this opportunity and look forward to joining the team.

Heather Watts

----- Original Message -----

From: "Roger A Miller" <rmiller@hospitalityventures.com>
To: <watts167@charter.net>
Cc: "Ronda Masters" <montgomerygm@earthlink.net>; "Kathe Lopez" <klopez@maine.rr.com>; "Robert Cole" <rcole@hospitalityventures.com>; "Rob



6/18/2004

I am very excited about this opportunity and look forward to joining the team.

Heather Watts

----- Original Message -----

From: "Roger A Miller" <rmiller@hospitalityventures.com>
To: <watts167@charter.net>
Cc: "Ronda Masters" <montgomerygm@earthlink.net>; "Kathe Lopez" <klopez@maine.rr.com>; "Robert Cole" <rcole@hospitalityventures.com>; "Rob Flanders" <rflanders@hospitalityventures.com>
Sent: Wednesday, June 16, 2004 5:24 PM
Subject: Fairfield Inn By Marriott "Director Of Sales/ Marketing Position

> Dear Heather; Thank you for a most thorough and productive interview this
> week. It is obvious you have acquired productive hotel Sales/ Marketing
> experience, a positive attitude and willingness to succeed. Based on your
> past "Director Of Sales/Marketing" positions with Marriott in Montgomery,
> recent Marriott reference checks focusing on; worth ethic, inter-intra
> personal communications skills, booking results and overall interview
> performance, Hospitality Ventures is offering you the position of
"Director
> Of Sales/ Marketing" for our 133 room Fairfield Inn/ Montgomery Al. Listed
> below are the specifics of our offer;
> Title/Director Of Sales& Marketing
> Start Date/ Two weeks from offer acceptance or upon termination of present
> employment within the two week period. (Estimated start date-Monday July
> 5th)
> Starting Salary/\$35,000
> Quarterly Bonus/ Eligible for 4th Quarter Bonus (Structured/Will be
reviewed
> during my "Director Of Sales/Marketing" property orientation)
Insurance/ Provided by hotel
> Working Hours/ 35 weekly (Specific work hours to be identified in job
> description. To be finalized with my input, no later than 5 working days
> after first official day of employment)
> Misc/ All other specifics will be covered by our management team upon
> employment.(Vacation time,ect)
> If you wish to accept our above offer please e mail this correspondence
back
> with you noted acceptance within 48 hours of e mail receipt. If there are
> any questions pertaining the above than contact me at 678/360-8559.
> Hospitality Ventures is enthusiastic and excited about your potential
> employment and trust your efforts will continue to improve our Fairfield
Inn
> Montgomery revenue results and overall company success and growth. Have a
> great day. Look forward to your joining our team of hotel/ corporate
office
> professionals.
>

Mickey and Heathe

From: "Robert Flanders" <rflanders@hospitalityventures.com>
To: <watts167@charter.net>
Cc: "Rob Flanders" <rflanders@hospitalityventures.com>
Sent: Friday, June 18, 2004 9:36 AM
Subject: FW: Fairfield Inn By Marriott "Director Of Sales/ Marketing Position

Heather:

Pursuant to our discussion we will submit your application immediately upon your starting with us. The application will include the necessary information that will allow you to join the plan at the 30 day point. Blue Cross and Blue Shield have the ultimate approval for any new members to the plan. I have no reason to believe they will not approve your application as submitted.

We have agreed to pay at least 50% of the coverage for your child. We will deduct your portion (50%) from your bi-weekly pay check. This amount is estimated to be \$60 per paycheck or \$1,560 annual.

Robert Flanders
VP of Operations
(404) 467-9299

-----Original Message-----

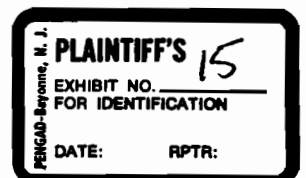
From: Roger A Miller [mailto:rmiller@hospitalityventures.com]
Sent: Friday, June 18, 2004 10:23 AM
To: Rob Flanders
Subject: FW: Fairfield Inn By Marriott "Director Of Sales/ Marketing Position
Importance: High

FYI

-----Original Message-----

From: Mickey and Heathe [mailto:watts167@charter.net]
Sent: Thursday, June 17, 2004 8:17 PM
To: Roger A Miller
Subject: Re: Fairfield Inn By Marriott "Director Of Sales/ Marketing Position
Importance: High

Roger,



6/18/2004



July 13, 2007

Alicia K. Haynes, Esq.
Haynes & Haynes, P.C.
1600 Woodmere Drive
Birmingham, Alabama 35226

Daniel S. Fellner
404-504-5476
dsf@mmmlaw.com
www.mmmlaw.com

Re: Heather Watts v. Hospitality Ventures, LLC
U.S. District Court, Middle District of Alabama
Case No. 2:06-CV-1149-MEF

Dear Alicia:

Enclosed are:

- A compact disc containing documents MV 1000001 through MV 1001914;
- Documents MV 00027 and MV 00028; and
- Documents MV 00178 through MV 00455.

Please call if you have any questions.

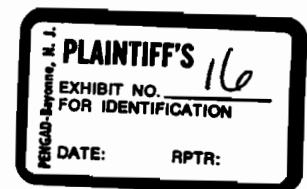
Sincerely,

Daniel S. Fellner

Enclosures

Cc w/encl.: Jeff Lee, Esq.
Priscilla Black Duncan, Esq.

*Rec'd
5P.m
7/16/07*



Atlanta
404.233.7000

1600 Atlanta Financial Center
3343 Peachtree Road, N.E.
Atlanta, Georgia 30326-1044
Fax: 404.365.9532

With offices in

Washington, D.C.
Charlotte, North Carolina

1702857 v01

1 IN THE UNITED STATES DISTRICT COURT
2 FOR THE MIDDLE DISTRICT OF ALABAMA
3 NORTHERN DIVISION
4

5 HEATHER WATTS,

6 Plaintiff,

7 vs.

CASE NO. 2:06CV1149-MEF

8 HOSPITALITY VENTURES, LLC,

9 Defendant.
10
11
12

13 * * * * *

14 DEPOSITION OF ROGER ALAN MILLER, taken
15 pursuant to stipulation and agreement before
16 Heather Barnett, Court Reporter and Commissioner
17 for the State of Alabama at Large, in the Law
18 Offices of Maynard, Cooper & Gale, 100 North
19 Union Street, Suit 650 RSA Tower, Montgomery,
20 Alabama, on Friday, July 20, 2007, commencing at
21 approximately 11:07 a.m.

22 * * * * *
23

<p style="text-align: right;">Page 2</p> <p>1 APPEARANCES 2 FOR THE PLAINTIFF: 3 Ms. Priscilla Black Duncan P.B. DUNCAN & ASSOCIATES, LLC 4 Attorneys at Law 472 South Lawrence Street 5 Suite 204 Montgomery, Alabama 36104 6 FOR THE DEFENDANT: 7 Mr. Daniel S. Fellner 8 MORRIS, MANNING & MARTIN, LLP Attorneys at Law 9 1600 Atlanta Financial Center 3343 Peachtree Road, NE 10 Atlanta, Georgia 30326-1044 11 ALSO PRESENT: 12 Ms. Heather Watts Mr. Austin McCarthy 13 14 ***** 15 EXAMINATION INDEX 16 ROGER ALAN MILLER BY MS. DUNCAN 4 17 18 ***** 19 STIPULATIONS 20 It is hereby stipulated and agreed by 21 and between counsel representing the parties that 22 the deposition of ROGER ALAN MILLER is taken 23 pursuant to the Federal Rules of Civil Procedure</p>	<p style="text-align: right;">Page 4</p> <p>1 EXAMINATION 2 BY MS. DUNCAN: 3 Q. Mr. Miller, have you given depositions 4 before? 5 A. No, ma'am. 6 Q. You have not? 7 A. No. 8 Q. Okay. Well, as you probably have figured out 9 by now, I'm counsel for Heather Watts, one of 10 two. My name is Priscilla Duncan. And we're 11 going to be talking today about your 12 responsibilities and roles and also about 13 Fairfield Inn and Hospitality Ventures, 14 Montgomery Ventures, and some of their 15 corporate arrangements. And I want you to 16 express yourself immediately if you don't 17 understand the question, and I'll try to 18 rephrase it for you or restate it for you. 19 Please try to give a sincere and honest 20 answer. If you don't know, you can say you 21 don't know. If you need to refer to any 22 documents, I'm sure Mr. Fellner can provide 23 them for you.</p>
<p style="text-align: right;">Page 3</p> <p>1 and that said deposition may be taken before 2 Heather Barnett, Court Reporter and Commissioner 3 for the State of Alabama at Large, without the 4 formality of a commission; that objections to 5 questions other than objections as to the form of 6 the questions need not be made at this time but 7 may be reserved for a ruling at such time as the 8 deposition may be offered in evidence or used for 9 any other purpose as provided for by the Federal 10 Rules of Civil Procedure. 11 It is further stipulated and agreed by 12 and between counsel representing the parties in 13 this case that said deposition may be introduced 14 at the trial of this case or used in any manner 15 by either party hereto provided for by the 16 Federal Rules of Civil Procedure. 17 ***** 18 ROGER ALAN MILLER 19 The witness, having first been sworn to 20 speak the truth, the whole truth and nothing but 21 the truth, testified as follows: 22 23</p>	<p style="text-align: right;">Page 5</p> <p>1 And if you need to take a break at any 2 time, you can sign. And probably someone 3 else will be wanting to take one, too. 4 So, do you have any other questions? 5 A. No. 6 Q. All right. Can you give your full name 7 please? 8 A. Roger Alan Miller. 9 Q. How do you spell Alan? 10 A. A-L-A-N. 11 Q. Okay. And what's your age? 12 A. 55. 13 Q. And what's your date of birth? 14 A. [REDACTED] 15 Q. And what is your social security number? 16 A. [REDACTED] 17 Q. And where do you reside? 18 A. 7040 Grassmoor Grange Way, Kummings, Georgia. 19 Q. What's the zip code, please? 20 A. 30040. 21 Q. Okay. And how long have you been at that 22 address? 23 A. Three years.</p>

<p style="text-align: right;">Page 6</p> <p>1 MR. FELLNER: Priscilla, I apologize 2 for interrupting. Just to be 3 clear, I want to designate the 4 portion of the transcript that has 5 just his social security number. 6 That is confidential. Okay. 7 Sorry. 8 MS. DUNCAN: It would be anyway, but -- 9 Q. You've -- what is your job title, please? 10 A. Vice president of sales and marketing. 11 Q. And what company do you work for? 12 A. Hospitality Ventures Management, Inc. 13 Q. Is that also known as Hospitality Ventures, 14 or is there another company with the same 15 name? 16 A. No. 17 Q. You're Hospitality Ventures, Inc., is that -- 18 A. Management, Inc. 19 Q. Management, Inc. Okay. And what is 20 Hospitality Ventures, LLC? 21 A. I have no idea. 22 Q. Is that not -- is that -- you say you are 23 unfamiliar with Hospitality Ventures, LLC?</p>	<p style="text-align: right;">Page 8</p> <p>1 question. 2 A. Hospitality Ventures Management, Inc., is who 3 I work for. 4 Q. Okay. And you don't know Hospitality 5 Ventures, LLC? Is that what your testimony 6 is? 7 A. I'm not a lawyer. I work for -- 8 Q. No. I just asked if you ever -- if you have 9 ever worked for or seen any documents 10 relating to Hospitality Ventures, LLC, other 11 than this one in front of you? 12 A. Outside of those in front of me. 13 Q. And you are the corporate representative 14 today for this company? 15 MR. FELLNER: No, he is not. 16 Absolutely not. He is appearing 17 as an individual. 18 MS. DUNCAN: As an individual? 19 MR. FELLNER: Yes. 20 MS. DUNCAN: Okay. 21 Q. Who do you report to, Mr. Miller? 22 A. Robert Cole. 23 Q. And what is his title?</p>
<p style="text-align: right;">Page 7</p> <p>1 A. The legal name, yes. 2 Q. When did you start working for them? 3 MR. FELLNER: Object to the form of the 4 question. 5 Q. For Hospitality Ventures. 6 A. Four years ago. 7 Q. Four years ago. And that was 2003? 8 A. Yes, ma'am. 9 Q. And was it Hospitality Ventures Management, 10 Inc., at that time? 11 A. To the best of my recollection. 12 Q. Okay. So you're not familiar with the name 13 Hospitality Ventures, LLC? 14 A. No. 15 Q. Well, both of these documents, Defendant's 16 Exhibit #3 and #5, indicate they were updated 17 in 2002. Do you -- to your knowledge, is 18 there any difference between these companies? 19 A. Not to my knowledge. 20 Q. And is it your testimony that there is no 21 other company known as Hospitality Ventures 22 in your -- with relationship to your company? 23 MR. FELLNER: Object to the form of the</p>	<p style="text-align: right;">Page 9</p> <p>1 A. CEO, president. 2 Q. Where does he live? 3 A. Atlanta, Georgia. 4 Q. Okay. Now, do you have a -- in your 5 Hospitality Ventures Management, Inc., can 6 you tell me some of the other executive 7 positions in that company? Got Mr. Cole as 8 president and CEO. Who else is in the 9 operational end of the company? 10 A. Karen Kisch. 11 Q. Karen with a K? 12 A. Yes, ma'am. 13 Q. And how do you spell Kisch? 14 A. K-I-S-C-H. 15 Q. Okay. And what does she do? 16 A. Accounting. Accounting. I don't know her 17 exact title, to be honest with you, but 18 accounting. 19 Q. All right. Who else? 20 A. Jay Molitor. 21 Q. Can you spell that, please? 22 A. M-O-L-I-T-O-R. 23 Q. Okay. What does he do?</p>

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1 A. Vice president of operations.
 2 Q. All right.
 3 A. Matt, M-A-T-T, Woodruff. Don't know his
 4 title, but it has to do with guest
 5 satisfaction.
 6 Q. So is he a vice president, too?
 7 A. Oh, I'm sorry. Vice president, no, ma'am.
 8 I'm sorry. No, he's not a vice president,
 9 not that I'm aware of; because I don't --
 10 he's new. And I don't recollect his title to
 11 be honest with you.
 12 Q. And Karen Kisch is not a vice president
 13 either?
 14 A. No. She's just a -- not to my knowledge.
 15 Q. Okay. Who else is working there?
 16 A. Under vice president, there's -- I don't
 17 recollect anyone else.
 18 Q. Just you and Mr. Molitor?
 19 A. Yes.
 20 Q. Okay. Now, is Amrita Parekh -- is she still
 21 there?
 22 A. No.
 23 Q. Okay. And where -- do you know the

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1 circumstances of her leaving?
 2 A. She resigned.
 3 Q. She resigned. And when was that?
 4 A. A couple of months ago. I don't have the
 5 exact date.
 6 Q. Did she take another job?
 7 A. That is my understanding.
 8 Q. Okay. Now, who in this organization would be
 9 responsible for human resources issues?
 10 A. Ron Disbrow.
 11 Q. Ron Disbrow? D-I-S-B-R-O?
 12 A. Correct.
 13 Q. And what is his title?
 14 A. He is actually operations manager. His first
 15 title was general manager, general manager of
 16 the Doubletree Guest Suites, Nashville,
 17 Tennessee.
 18 Q. And how does he -- and how does he relate to
 19 Hospitality Ventures?
 20 A. He is also designated as our HR resource
 21 support tool.
 22 Q. How long has he been in that position?
 23 A. Four and a half years.

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1 Q. Now, was he a resource to the employees or to
 2 the management?
 3 A. I believe both.
 4 Q. Are you -- you sound like you're hesitant.
 5 A. I am. I am vice president of sales and
 6 marketing. I'm not involved in HR.
 7 Q. Well, if you had any -- for example, if you
 8 had an insurance question or a family leave
 9 question, who would you call?
 10 MR. FELLNER: Object to the form of the
 11 question. You can go ahead and
 12 answer.
 13 A. Personally? Me?
 14 Q. Yeah.
 15 A. Directly related to the company?
 16 Q. Right.
 17 A. That would be Ron Disbrow.
 18 Q. Okay. Are you aware of any change in the
 19 personnel manual, personnel handbook, since
 20 you've been with the company?
 21 A. Not until this.
 22 Q. Not until you -- have you ever attended any
 23 seminars or meetings sponsored by the company

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1 related to human resources issues?
 2 A. Not that I can recall.
 3 Q. Now, who -- what was your previous job before
 4 you came to work for Hospitality Ventures?
 5 A. Director of sales and marketing with the
 6 Holiday Inn in -- Holiday Inn North Druid
 7 Hills.
 8 Q. I used to live there.
 9 A. Oh. Well, then, you can spell it better than
 10 I can.
 11 Q. And how long were you in that position?
 12 A. Best of my recollection, about seven, eight
 13 months.
 14 Q. Before that, where were you working?
 15 A. Discover Mills. It's contract labor.
 16 Q. To do what?
 17 A. Marketing. Sales and marketing.
 18 Q. What year was that?
 19 A. I don't recall. You have --
 20 Q. Okay. You came to Hospitality Ventures in
 21 2003?
 22 A. Okay. 2002, I believe is the year that I --
 23 Q. Okay. And then previous to that, where were

<p style="text-align: right;">Page 14</p> <p>1 you employed?</p> <p>2 A. I had a consulting company. I did various</p> <p>3 jobs for various companies.</p> <p>4 Q. Was that based in the Atlanta area?</p> <p>5 A. Yes, ma'am.</p> <p>6 Q. Okay. And are you an Atlanta native?</p> <p>7 A. No, ma'am.</p> <p>8 Q. Where were you born?</p> <p>9 A. Born in Cincinnati, Ohio.</p> <p>10 Q. And where did you go -- did you have any</p> <p>11 higher education?</p> <p>12 A. Graduate of William Carey College in</p> <p>13 Hattiesburg, Mississippi.</p> <p>14 Q. What brought you to Mississippi?</p> <p>15 A. Basketball scholarship.</p> <p>16 Q. And have you lived in the South since that</p> <p>17 time, or have you --</p> <p>18 A. No.</p> <p>19 Q. Where did you --</p> <p>20 A. I spent seven years in Mount Carmel,</p> <p>21 Illinois.</p> <p>22 Q. And what did you do there?</p> <p>23 A. I was director of sales and marketing.</p>	<p style="text-align: right;">Page 16</p> <p>1 A. Approximately three years.</p> <p>2 Q. And then where did you go?</p> <p>3 A. I stayed -- lived in Memphis, but I worked</p> <p>4 for a company AIRCOA. I don't know.</p> <p>5 A-I-R-C-O-A, something like that. In Denver,</p> <p>6 Colorado.</p> <p>7 Q. What type of business were they in?</p> <p>8 A. Hotels.</p> <p>9 Q. Okay. Were you traveling quite a bit, or how</p> <p>10 did you work for a company out of Denver by</p> <p>11 living in Memphis?</p> <p>12 A. Traveling.</p> <p>13 Q. And what period are we up to now with</p> <p>14 AIRCOA? Do you remember what years that was?</p> <p>15 A. No, ma'am.</p> <p>16 Q. Do you remember where you went after AIRCOA?</p> <p>17 A. Yes, ma'am. Car -- Cardinal. Let me see</p> <p>18 now. I take that back.</p> <p>19 Cardinal. The bird, Cardinal. Oh,</p> <p>20 gosh. Was it lodging? I can't remember the</p> <p>21 last part of that, but it's Cardinal out of</p> <p>22 Columbus, Ohio.</p> <p>23 Q. Okay. How long were you there?</p>
<p style="text-align: right;">Page 15</p> <p>1 Q. For who?</p> <p>2 A. Barker, B-A-R-K-E-R, Enterprises.</p> <p>3 Q. And what did they do?</p> <p>4 A. Ownership, management of hotels.</p> <p>5 Q. And was that your first job in the field, in</p> <p>6 the hotel field?</p> <p>7 A. First multi-unit job.</p> <p>8 Q. What type of related work were you doing</p> <p>9 before that?</p> <p>10 A. Director of sales and marketing for the</p> <p>11 Ramada Inn in Sharonville, Ohio.</p> <p>12 Q. Okay. And after Barker Enterprises, where</p> <p>13 did you go?</p> <p>14 A. Allen & O'Hare, Memphis, Tennessee.</p> <p>15 Q. Allen, A-L-L-E-N?</p> <p>16 A. Yeah, I believe so.</p> <p>17 Q. And O'Hare like the airport?</p> <p>18 A. Yes.</p> <p>19 Q. And was that a sales and marketing position?</p> <p>20 A. Yes, ma'am.</p> <p>21 Q. Was that in the hospitality industry?</p> <p>22 A. Yes, ma'am.</p> <p>23 Q. And how long were you there?</p>	<p style="text-align: right;">Page 17</p> <p>1 A. That was three months. They went broke,</p> <p>2 filed bankruptcy. I'm sorry.</p> <p>3 Q. Okay. And then?</p> <p>4 A. Belz, B-E-L-Z, Hotels.</p> <p>5 Q. Okay. Where are they?</p> <p>6 A. Memphis.</p> <p>7 Q. And how long were you there?</p> <p>8 A. Three years.</p> <p>9 Q. And then why did you leave them?</p> <p>10 A. Belz Hotels?</p> <p>11 Q. Yeah.</p> <p>12 A. I was terminated.</p> <p>13 Q. How many times have you been terminated in</p> <p>14 your working career?</p> <p>15 A. My working career. Let's see here. I</p> <p>16 believe twice.</p> <p>17 Q. Twice. What was the other one?</p> <p>18 A. The very next one, Karena, K-A-R-E-N-A,</p> <p>19 Hotels, Orlando.</p> <p>20 Q. And how long were you there?</p> <p>21 A. It was like six months.</p> <p>22 Q. What was the stated cause of these two</p> <p>23 terminations?</p>

<p style="text-align: right;">Page 18</p> <p>1 A. Karena, there was nothing given. There was 2 nothing stated. In Belz, it was for seeking 3 employment, other employment outside their 4 company. 5 Q. Okay. So after Karena, where were you moving 6 off to? 7 A. I worked with Robert Cole. I believe, at the 8 time, it was Impac. 9 Q. I-M -- 10 A. Uh-huh. 11 Q. -- P-A-C? 12 A. Uh-huh. 13 Q. And how did you meet him? 14 A. Through an ad in the newspaper. 15 Q. What year was this? Do you recall? 16 A. I believe it was 1991. 17 Q. Okay. And how long did you stay with Impac? 18 A. Seven years. My recollection, seven years. 19 Q. And was this when you found your -- founded 20 your own business or -- 21 A. Yes, ma'am. 22 Q. Okay. So now we're up to -- what's the name 23 of your consulting company?</p>	<p style="text-align: right;">Page 20</p> <p>1 A. No, ma'am. 2 Q. And you're married; is that -- 3 A. Yes, ma'am. 4 Q. And what is her name? 5 A. Sandra Jean Miller. 6 Q. And how long have you been married? 7 A. 35 years. 8 Q. Okay. Do you have children? 9 A. Yes, ma'am. 10 Q. How many? 11 A. Three. 12 Q. I understand you have grandchildren, too, 13 right? 14 A. Yes, ma'am. 15 Q. And how many of those? 16 A. Five. 17 Q. Okay. Do they live near you? 18 A. All but one. 19 Q. Now, if you can, tell me what is your 20 understanding of the relationship between 21 Montgomery Ventures and Hospitality 22 Ventures. 23 MR. FELLNER: Object to the form of the</p>
<p style="text-align: right;">Page 19</p> <p>1 A. That was just Miller Associates, Roger Miller 2 & Associates. 3 Q. Easy to remember. 4 A. Yes, ma'am. 5 Q. And you did that for how long? 6 A. I believe approximately five years. 7 Q. Five years. Why did you close your business? 8 A. I had -- you know, I did leave a company out. 9 I had a good offer from Concord Hospitalities 10 of Cleveland, Ohio. C-O-N-C-O-R-D. And 11 Concord was in the middle of my consulting 12 years. It was like a year and a half to two 13 years into it. They were a client of mine. 14 Q. Okay. 15 A. And I worked for them right at about a year. 16 Q. Have you -- and you heard these questions 17 yesterday, so I'm assuming you won't be 18 shocked. Have you ever been arrested? 19 A. No. 20 Q. Okay. No convictions, right? 21 A. No, ma'am. 22 Q. Have you ever been treated for substance 23 abuse?</p>	<p style="text-align: right;">Page 21</p> <p>1 question. 2 A. Montgomery Ventures is the official name and 3 ownership of that hotel. Beyond that, I 4 don't know the direct relationship between 5 the other two, the other question. 6 Q. In your position as vice president of sales 7 and marketing, are there anything -- any 8 duties that you have that specifically relate 9 to Montgomery Hospitality, Montgomery 10 Ventures? 11 A. Yes, ma'am. 12 Q. And what is that? 13 A. Provide sales and marketing resources, 14 support and tools to the general manager and 15 sales department, in addition to monitoring 16 and providing input to their productivity. 17 Q. Can you pull up the financial information for 18 the Fairfield Inn online at your office? 19 A. Specify online. 20 Q. Well, on your computer. Does your computer 21 have access to the financial information for 22 Fairfield Inn? 23 A. Yes.</p>

<p style="text-align: right;">Page 22</p> <p>1 Q. Okay. Who are the officers of Montgomery 2 Ventures? 3 A. I don't know. 4 Q. You don't know. Okay. Do you know who pays 5 the workers' comp insurance or health 6 insurance for Montgomery Ventures? 7 A. No, ma'am, I do not. 8 Q. Do you know if Hospitality Ventures handles 9 the health insurance for the properties that 10 it supervises? 11 MR. FELLNER: Object to the form of the 12 question. 13 A. No, ma'am, I do not. 14 Q. Okay. So why would Amrita be telling Heather 15 Watts when her health insurance was expiring? 16 MR. FELLNER: Object to the form of the 17 question. 18 A. I do not know. 19 Q. Have you ever had reason to talk to anyone at 20 Hospitality Ventures about your health 21 insurance? 22 MR. FELLNER: Object to the form of the 23 question.</p>	<p style="text-align: right;">Page 24</p> <p>1 question. 2 A. Repeat the question, please. 3 Q. What services does Hospitality Ventures 4 perform for Fairfield Inn? 5 MR. FELLNER: Same objection. 6 A. Hospitality management, consulting. 7 Q. Well, can you break that down a little bit 8 and tell us what kind of -- 9 A. Providing -- providing resources, support and 10 tools in all facets of the hospitality 11 business. 12 Q. All right. I got that. Tell me what kind of 13 resources and tools we're talking about here. 14 A. Management, sales and marketing, guest 15 satisfaction, operations. 16 Q. Tell me about operations. What does the 17 operations consist of? 18 A. I don't know. 19 Q. You're vice president of the company and you 20 don't know what operations is? 21 A. I'm vice president of sales and marketing. 22 Q. Right. 23 A. And that is what I know.</p>
<p style="text-align: right;">Page 23</p> <p>1 A. My personal health insurance? 2 Q. Yes. 3 A. It's been so long, I can't recall. 4 Q. Okay. You've never had an illness that you 5 needed to address something with the company? 6 A. No. 7 Q. Do you know any -- do you know if the 8 companies, Montgomery Ventures and 9 Hospitality Ventures, have different tax ID 10 numbers? 11 MR. FELLNER: Object to the form of the 12 question. 13 A. I don't know that. 14 Q. Do you know who pays the workers' comp 15 insurance for Montgomery Ventures? 16 A. No, ma'am. 17 Q. Okay. Do you have any knowledge of the 18 financial arrangements between the two 19 entities? 20 A. No, ma'am. 21 Q. Okay. What service does Hospitality Ventures 22 perform for Fairfield Inn? 23 MR. FELLNER: Object to the form of the</p>	<p style="text-align: right;">Page 25</p> <p>1 Q. Do you ever meet with Mr. Cole and the other 2 vice presidents? 3 A. Yes. Yes. 4 Q. Okay. And do you discuss the business that 5 you're in? 6 A. Yes. 7 Q. And from these meetings, have you learned 8 anything about the operations of the company 9 beyond sales and marketing? 10 A. No. 11 Q. All right. How are the e-mails distributed 12 in your company? 13 MR. FELLNER: Object to the form of the 14 question. 15 A. The only thing that I'm aware of is that we 16 have a server that Nuvox manages for us; and 17 our e-mails go through that server, 18 distributed through there. 19 Q. Okay. And does everyone at -- so when you 20 were -- when you were sending messages to 21 Tammy Dominguez, did she have a Hospitality 22 Ventures e-mail account? 23 A. Yes, ma'am.</p>

<p style="text-align: right;">Page 26</p> <p>1 MR. FELLNER: Object to the form of the</p> <p>2 question. I'm sorry. I didn't</p> <p>3 get it in in time. Go ahead.</p> <p>4 Q. And Todd Epplin, did he have a Hospitality</p> <p>5 Ventures e-mail account?</p> <p>6 MR. FELLNER: Object to the form of the</p> <p>7 question.</p> <p>8 A. Yes, ma'am.</p> <p>9 Q. To your knowledge, was there any such thing</p> <p>10 as a Montgomery Ventures e-mail account?</p> <p>11 A. I'm not sure.</p> <p>12 Q. I'm just -- to your knowledge, did you ever</p> <p>13 see one or hear of one, use one?</p> <p>14 A. No.</p> <p>15 Q. Okay. What other companies does Hospitality</p> <p>16 Ventures own?</p> <p>17 MR. FELLNER: Object to the form of the</p> <p>18 question.</p> <p>19 A. I'm not aware of any other companies.</p> <p>20 Q. And what companies do they manage?</p> <p>21 A. Each individual hotel is set up as an LLC.</p> <p>22 Q. And what -- do you know the purpose for that?</p> <p>23 A. No, ma'am.</p>	<p style="text-align: right;">Page 28</p> <p>1 question.</p> <p>2 A. Management fees.</p> <p>3 Q. They pay management fees. Okay. Does the</p> <p>4 revenue from the Fairfield Inn in Montgomery</p> <p>5 come into Hospitality Ventures directly?</p> <p>6 MR. FELLNER: Object to the form of the</p> <p>7 question.</p> <p>8 A. I don't know that.</p> <p>9 Q. Okay. Now, who does the manager of the</p> <p>10 property in Montgomery report to?</p> <p>11 A. Vice president of operations.</p> <p>12 Q. Okay. So, for example, when Tammy Dominguez</p> <p>13 was the general manager at the Fairfield Inn,</p> <p>14 did she have to report to you in any</p> <p>15 capacity?</p> <p>16 A. No, ma'am.</p> <p>17 Q. If there was a problem at the Fairfield Inn</p> <p>18 here, would you be notified by someone about</p> <p>19 it?</p> <p>20 A. If it is in sales and marketing.</p> <p>21 Q. Okay. I believe yesterday you heard</p> <p>22 Ms. Watts testify that she went to Atlanta to</p> <p>23 interview with you before she was hired; is</p>
<p style="text-align: right;">Page 27</p> <p>1 Q. Did you ever ask?</p> <p>2 A. No, ma'am.</p> <p>3 Q. Is that typical in the business?</p> <p>4 A. Yes, ma'am.</p> <p>5 Q. Do you know whether that's a tax advantage or</p> <p>6 not?</p> <p>7 A. No, ma'am.</p> <p>8 Q. When you ran your own business, did you</p> <p>9 advise properties to set up their businesses</p> <p>10 that way?</p> <p>11 A. No, ma'am.</p> <p>12 Q. You have no idea why each one of these hotels</p> <p>13 would be set up as an LLC?</p> <p>14 A. No, ma'am.</p> <p>15 Q. How does Fairfield Inn pay holiday --</p> <p>16 Hospitality Ventures?</p> <p>17 MR. FELLNER: Object to the form of the</p> <p>18 question.</p> <p>19 A. I'm sorry. I missed -- I need it repeated,</p> <p>20 please.</p> <p>21 Q. How does Fairfield Inn pay Hospitality</p> <p>22 Ventures for its services?</p> <p>23 MR. FELLNER: Object to the form of the</p>	<p style="text-align: right;">Page 29</p> <p>1 that correct?</p> <p>2 A. Yes, ma'am.</p> <p>3 Q. And you did hire her. And did you also set</p> <p>4 her salary? Did you agree upon a salary?</p> <p>5 A. Did both of us agree on a salary?</p> <p>6 Q. Right. And did you -- were you able to grant</p> <p>7 her salary request?</p> <p>8 A. The general manager, Todd Epplin, and myself</p> <p>9 figured out the salary along with the -- a</p> <p>10 gentleman that's not with us any longer, Rob</p> <p>11 Flanders. The three of us determined --</p> <p>12 Q. What was Mr. Flanders' position?</p> <p>13 A. He was -- oh, gosh. Best -- to my</p> <p>14 recollection, he was vice -- vice</p> <p>15 president -- he was a controller. He was a</p> <p>16 vice president of the company. I don't know</p> <p>17 his exact title. It's been three or four</p> <p>18 years.</p> <p>19 Q. But you say he was a vice president?</p> <p>20 A. Yes, ma'am.</p> <p>21 Q. And is there a controller there now?</p> <p>22 A. That's Ms. Kisch, Karen Kisch.</p> <p>23 Q. Okay. Is she a vice president or not?</p>

<p style="text-align: right;">Page 30</p> <p>1 A. I don't believe so.</p> <p>2 Q. You said she was accounting, so --</p> <p>3 A. I don't know her exact title. She could be.</p> <p>4 I just don't know her exact title.</p> <p>5 Q. Why did Mr. Flanders leave? Do you know?</p> <p>6 A. Other opportunities came about for him, more</p> <p>7 lucrative financially.</p> <p>8 Q. He was not terminated, was he?</p> <p>9 A. No, ma'am.</p> <p>10 Q. How did Todd Epplin -- what kind of input did</p> <p>11 Todd Epplin have in hiring Ms. Watts?</p> <p>12 A. He was the one that approved her hiring.</p> <p>13 Q. Well, she said she had never -- she had never</p> <p>14 interviewed with him.</p> <p>15 A. He contacted myself and said he was sending</p> <p>16 up someone that he liked and that if we liked</p> <p>17 her, you know, he would like to go ahead and</p> <p>18 hire her.</p> <p>19 Q. Did you ask him why he liked her, what</p> <p>20 attributes she had to --</p> <p>21 A. I'm sure I did.</p> <p>22 Q. Do you have any notes regarding that?</p> <p>23 A. No, I do not.</p>	<p style="text-align: right;">Page 32</p> <p>1 at that time, we were just getting Sales Pro</p> <p>2 up; and I didn't have access as we did with</p> <p>3 Sales Pro and going forward.</p> <p>4 Q. How many hotels were you handling at this</p> <p>5 time for sales and marketing?</p> <p>6 A. Between five and seven.</p> <p>7 Q. So could you rate the Fairfield Inn in</p> <p>8 Montgomery among those five or seven as far</p> <p>9 as their success in getting business?</p> <p>10 A. No, ma'am.</p> <p>11 Q. Isn't this something that your officers would</p> <p>12 pay attention to?</p> <p>13 A. We were just putting Sales Pro in all of our</p> <p>14 hotels and putting a focus on those efforts</p> <p>15 and results.</p> <p>16 Q. Well, I understand Sales Pro came along late,</p> <p>17 but didn't you have any marketing tool at all</p> <p>18 to gauge your success?</p> <p>19 A. Upon my entry into the company the second</p> <p>20 time, we were just getting Sales Pro up. And</p> <p>21 until that time period, I did not gauge any</p> <p>22 successes or failures at all.</p> <p>23 Q. And how did you motivate your people?</p>
<p style="text-align: right;">Page 31</p> <p>1 Q. Did you bring any documents with you today?</p> <p>2 A. No.</p> <p>3 Q. Okay. Now, describe the -- the sales and</p> <p>4 marketing efforts at the Fairfield Inn before</p> <p>5 Ms. Watts took over.</p> <p>6 A. To my best recollection, they were mostly</p> <p>7 done by the -- if they were done at all, they</p> <p>8 were done by the general manager and some of</p> <p>9 the front office people, front desk people.</p> <p>10 Q. No. I mean what condition financially was</p> <p>11 the hotel in? Was it prosperous? Was it</p> <p>12 struggling --</p> <p>13 A. I don't know.</p> <p>14 Q. -- as far as the sales?</p> <p>15 A. Sales?</p> <p>16 Q. You were getting daily reports, were you not,</p> <p>17 extremely detailed reports about the</p> <p>18 profitability of this property?</p> <p>19 A. The overall --</p> <p>20 MR. FELLNER: Object to the form of the</p> <p>21 question.</p> <p>22 A. The overall hotel had access to the P&L,</p> <p>23 which is the entire hotel. Individual sales,</p>	<p style="text-align: right;">Page 33</p> <p>1 A. Providing resources and support tools.</p> <p>2 Q. Describe in detail how you would do that.</p> <p>3 A. Assist in their implementation of a marketing</p> <p>4 plan and measure their activities.</p> <p>5 Q. Okay. You were measuring their activities.</p> <p>6 You had to have some tool to measure their</p> <p>7 activities, did you not?</p> <p>8 A. As described.</p> <p>9 Q. Pardon?</p> <p>10 A. As described there.</p> <p>11 Q. Before you had Sales Pro, tell me about your</p> <p>12 tools.</p> <p>13 A. Sales Pro came along right as I was coming</p> <p>14 into the company, so we used Sales Pro within</p> <p>15 a very short period of time.</p> <p>16 Q. That was 2003 --</p> <p>17 A. Yes.</p> <p>18 Q. -- you came in?</p> <p>19 A. Yes. Mr. Flanders had actually begun prior</p> <p>20 to my getting there of putting Sales Pro in.</p> <p>21 Q. Okay. So Heather Watts did not start working</p> <p>22 until June of 2004 for Fairfield Inn,</p> <p>23 correct?</p>

<p style="text-align: right;">Page 34</p> <p>1 A. Yes, ma'am.</p> <p>2 Q. So you would have had a year to assess the</p> <p>3 success or failure at the Fairfield Inn.</p> <p>4 MR. FELLNER: Object to the form of the</p> <p>5 question.</p> <p>6 A. I'm not aware of anybody that used the Sales</p> <p>7 Pro system prior to Heather Watts.</p> <p>8 Q. Did you -- did the Fairfield Inn have</p> <p>9 targeted sales figures? Did they have a</p> <p>10 plan, a certain amount of units or rooms to</p> <p>11 be marketed during a period, during a</p> <p>12 quarter?</p> <p>13 A. Of the sales staff?</p> <p>14 Q. Right.</p> <p>15 A. I don't remember.</p> <p>16 Q. You don't remember whether there was a</p> <p>17 marketing plan for the hotel?</p> <p>18 A. It was four years ago. No, ma'am.</p> <p>19 Q. Was there a marketing plan for any of your</p> <p>20 other hotels?</p> <p>21 A. Yes, ma'am.</p> <p>22 Q. But you don't know whether there was one for</p> <p>23 the Fairfield Inn or not?</p>	<p style="text-align: right;">Page 36</p> <p>1 Q. And what was the subject of that contact and</p> <p>2 communication?</p> <p>3 A. Normal conversations regarding sales and</p> <p>4 marketing resources, tools, support and</p> <p>5 production.</p> <p>6 Q. Well, can you be more specific?</p> <p>7 A. No.</p> <p>8 Q. No. Did you talk to Ms. Dominguez about</p> <p>9 terminating Heather Watts?</p> <p>10 A. Clarification of pre or post termination?</p> <p>11 Q. Well, we'll deal with pre first.</p> <p>12 A. No.</p> <p>13 Q. Did she express to you a reason for wanting</p> <p>14 to terminate Heather Watts?</p> <p>15 A. We're still with pre?</p> <p>16 Q. Pre.</p> <p>17 A. No.</p> <p>18 Q. Since you had hired Ms. Watts, were you not</p> <p>19 also involved in her termination?</p> <p>20 A. No. Todd Epplin hired Ms. Watts. I approved</p> <p>21 of it, and that was where that was.</p> <p>22 Q. Well, you were managing the hotel, were you</p> <p>23 not?</p>
<p style="text-align: right;">Page 35</p> <p>1 A. No, ma'am.</p> <p>2 Q. Who was in charge of the hotel at that time?</p> <p>3 A. General manager.</p> <p>4 Q. Who was that person?</p> <p>5 A. I believe Todd Epplin.</p> <p>6 Q. Okay. Did Mr. Epplin ever talk to you about</p> <p>7 the sales and marketing at the hotel?</p> <p>8 A. Some.</p> <p>9 Q. Did you have records of those meetings?</p> <p>10 A. I don't recall.</p> <p>11 Q. Okay. Well, do you know whether you do or</p> <p>12 not?</p> <p>13 A. I don't recall.</p> <p>14 Q. Okay. So you're saying that you don't know</p> <p>15 anything about what financial shape this</p> <p>16 hotel was as far as revenue at the time</p> <p>17 Ms. Watts took over?</p> <p>18 A. Yes.</p> <p>19 Q. Yes, you do know or, yes, you don't know?</p> <p>20 A. I do not remember.</p> <p>21 Q. Okay. Now, did you have regular contact with</p> <p>22 Tammy Dominguez?</p> <p>23 A. Yes.</p>	<p style="text-align: right;">Page 37</p> <p>1 A. No, ma'am. No, ma'am.</p> <p>2 Q. Weren't you setting goals for the hotel,</p> <p>3 documenting their sales?</p> <p>4 A. Strictly sales and marketing departments</p> <p>5 only.</p> <p>6 Q. All right. And was your approval required to</p> <p>7 hire Ms. Watts?</p> <p>8 A. No.</p> <p>9 Q. Then, why would Todd Epplin even bother to</p> <p>10 call you about it?</p> <p>11 A. Most managers look at me as being the last</p> <p>12 person to interview and bless a hiring or</p> <p>13 give input to why they should not. He was</p> <p>14 seeking my consultations.</p> <p>15 Q. And Ms. Watts -- after she was hired, did you</p> <p>16 establish regular telephone and e-mail</p> <p>17 contact with her?</p> <p>18 A. Yes, ma'am.</p> <p>19 Q. Okay. And how often did you talk to</p> <p>20 Ms. Watts?</p> <p>21 A. I don't remember.</p> <p>22 Q. You don't remember. Well --</p> <p>23 MS. DUNCAN: You will recognize this,</p>

<p style="text-align: right;">Page 38</p> <p>1 Mr. Fellner, as your e-mail from 2 eleven o'clock last night. 3 MR. FELLNER: Okay. 4 Q. If you'll turn to the second and third pages 5 of this e-mail, and fourth. Have you 6 reviewed any of these e-mails that you sent? 7 MR. FELLNER: Just for clarification, 8 this is not -- these are not 9 e-mails. 10 MS. DUNCAN: This is Watts and Miller 11 e-mails. It's a list -- 12 MR. FELLNER: Yeah. It's a list of 13 e-mails. 14 MS. DUNCAN: Right. 15 MR. FELLNER: These are not e-mails, 16 though. 17 MS. DUNCAN: Right. And I'm asking him 18 if he reviewed these e-mails 19 before you came to this 20 deposition. 21 MR. FELLNER: This is just a chart with 22 just Bates numbers on it. 23 MS. DUNCAN: Right.</p>	<p style="text-align: right;">Page 40</p> <p>1 substantial? 2 A. No. 3 Q. You don't think three pages of e-mail 4 numbers -- I can -- 5 A. It is substantial, but I'm not sure it's any 6 more or any less than other hotels that I 7 deal with over a period -- a month or two 8 period of time. 9 Q. Did you come to Montgomery to meet with 10 Ms. Watts and discuss any matters that she 11 was working on? 12 A. What time period? 13 Q. Well, during the time she worked there from 14 June -- 15 A. Yes, ma'am. 16 Q. -- 2004. 17 A. Yes, ma'am. 18 Q. How often did you come to Montgomery? 19 A. I tried coming every quarterly, every three 20 to four months. 21 Q. Did she have a conversation with you when she 22 became pregnant as to her desire to take 23 maternity leave?</p>
<p style="text-align: right;">Page 39</p> <p>1 A. I've never seen this, what you've handed me, 2 in my life. 3 Q. I understand that. This is what your 4 attorney represents is a list of the 5 numbers -- numbered e-mails that you sent -- 6 you and Ms. Watts sent to each other. Would 7 you say that the number of these -- of these 8 numbers -- excuse me -- the size of these 9 numbers is approximate to what you have 10 corresponded with Ms. Watts? 11 A. I have no reason to doubt what you've handed 12 me. 13 Q. Have you been able to review any of the 14 e-mail traffic that you had with Ms. Watts 15 prior to this deposition? 16 A. Yesterday, as you were handing them over, I 17 read through quite a few of them. 18 Q. You have not reviewed them previously or been 19 supplied with them by anybody in the 20 corporation? 21 A. Several of them I have. 22 Q. Okay. And would you say that your traffic -- 23 e-mail traffic with Ms. Watts was fairly</p>	<p style="text-align: right;">Page 41</p> <p>1 A. Yes. 2 Q. And what did she tell you during that time? 3 A. That she wanted to take between eight and 4 12 weeks off and would try to get back as 5 soon as possible. 6 Q. And do you remember when that conversation 7 took place? 8 A. No, ma'am. 9 Q. Would it have been as early as January or 10 February? 11 A. It was right when she knew she was pregnant 12 right after she knew she was pregnant, 13 whatever the date. 14 Q. Okay. If she had the baby on August 12th, 15 would that have been January or February? 16 A. Could have been. 17 Q. Would you think that it would have been 18 anytime before then? 19 A. I don't recall. 20 Q. Okay. And so when she expressed the desire 21 to take eight to 12 weeks of maternity leave, 22 what was your response? 23 A. I don't recall. I think it's in an e-mail.</p>

<p style="text-align: right;">Page 42</p> <p>1 It's already been entered yesterday.</p> <p>2 Q. Would you like to look at those documents and</p> <p>3 see if you can identify that?</p> <p>4 (Witness reviews documents)</p> <p>5 A. I don't see it.</p> <p>6 Q. But it's your recollection that there is such</p> <p>7 an e-mail existing?</p> <p>8 MR. FELLNER: Object to the form.</p> <p>9 A. To my best recollection.</p> <p>10 Q. Do you think your attorney would be able to</p> <p>11 produce that e-mail?</p> <p>12 MR. FELLNER: Is that directed to me or</p> <p>13 to him?</p> <p>14 MS. DUNCAN: Well, either one of you.</p> <p>15 MR. FELLNER: If you're asking me if</p> <p>16 there's an e-mail of that kind in</p> <p>17 existence, either we already have</p> <p>18 or, if we have not, I will produce</p> <p>19 it to you.</p> <p>20 MS. DUNCAN: Well --</p> <p>21 Q. So it is your recollection that there is an</p> <p>22 e-mail confirming Heather Watts' maternity</p> <p>23 leave; is that correct?</p>	<p style="text-align: right;">Page 44</p> <p>1 wanted to take eight to 12 weeks off, come</p> <p>2 back as quick as she could and do her job.</p> <p>3 Q. And what, if any, arrangements did you make</p> <p>4 during that period of time?</p> <p>5 A. We hired temporary contract labor to fill in.</p> <p>6 Q. Was that Tandi Mitchell?</p> <p>7 A. Yes, ma'am.</p> <p>8 Q. Okay. Now, was that -- that temporary</p> <p>9 contract labor, was that something Ms. Watts</p> <p>10 suggested or was that something you</p> <p>11 suggested?</p> <p>12 A. That was something I believe Heather</p> <p>13 suggested.</p> <p>14 Q. Okay. Were you concerned about the traffic</p> <p>15 at the Fairfield Inn while Ms. Watts was</p> <p>16 going to be on vacation? Did you express any</p> <p>17 concern to Ms. Watts about that?</p> <p>18 MR. FELLNER: Object to the form of the</p> <p>19 question.</p> <p>20 A. Traffic meaning cars?</p> <p>21 Q. Sales, marketing, business.</p> <p>22 A. The handling of existing business was a</p> <p>23 concern of mine.</p>
<p style="text-align: right;">Page 43</p> <p>1 MR. FELLNER: Object to the form of the</p> <p>2 question. That's not what he</p> <p>3 testified.</p> <p>4 MS. DUNCAN: I believe it is.</p> <p>5 MR. FELLNER: I believe it is not.</p> <p>6 Q. Mr. Miller, what is your -- what --</p> <p>7 A. To my best recollection, there is</p> <p>8 documentation of Heather saying she was going</p> <p>9 out on pregnancy leave.</p> <p>10 Q. Saying she was. Is there any</p> <p>11 documentation -- what I asked was, is there</p> <p>12 any documentation of Hospitality Ventures,</p> <p>13 Montgomery Ventures, Fairfield Inn, or any</p> <p>14 other entity approving that maternity leave?</p> <p>15 MR. FELLNER: Object to the form of the</p> <p>16 question.</p> <p>17 A. I can't recall.</p> <p>18 Q. Okay. What was your agreement with Ms. Watts</p> <p>19 about the time that she was going to be</p> <p>20 taking off?</p> <p>21 MR. FELLNER: Object to the form of the</p> <p>22 question.</p> <p>23 A. My understanding with Ms. Watts was that she</p>	<p style="text-align: right;">Page 45</p> <p>1 Q. Okay. So did you suggest to her that someone</p> <p>2 needed to be handling her job temporarily?</p> <p>3 A. Possibly.</p> <p>4 Q. Have you hired temporary help in other</p> <p>5 situations where the sales and marketing</p> <p>6 manager was going to be off for a certain</p> <p>7 number of weeks?</p> <p>8 A. Yes.</p> <p>9 Q. Okay. Do you recall the other properties</p> <p>10 where you did that, where you hired a</p> <p>11 temporary person?</p> <p>12 A. We did it in Mount Arlington, New Jersey.</p> <p>13 Q. Okay. Where else?</p> <p>14 A. Houston, Texas.</p> <p>15 Q. And where else?</p> <p>16 A. To my recollection, that's it.</p> <p>17 Q. Now, do you recall the incidents in Mount</p> <p>18 Arlington, New Jersey, or Houston, Texas?</p> <p>19 Were those maternity leaves or illnesses, or</p> <p>20 can you recall a reason?</p> <p>21 A. No. Arlington --</p> <p>22 MR. FELLNER: Hold on one second before</p> <p>23 you answer. Just one second.</p>

<p style="text-align: right;">Page 46</p> <p>1 Priscilla, just -- I want it to be 2 clear on the record. I'm going to 3 let him answer about other 4 properties right now, but I'm 5 objecting to any responses about 6 any other properties because you 7 haven't shown that any other 8 properties are at issue here. 9 MS. DUNCAN: We're talking about 10 pattern and practice. 11 MR. FELLNER: There's no pattern and 12 practice allegation here. 13 MS. DUNCAN: Well -- 14 MR. FELLNER: All there is, is a simple 15 claim of disparate treatment. 16 That's it. There's no pattern and 17 practice claim. 18 Now, I told you I'm going to 19 let you go ahead and ask these 20 questions, but I'm not waiving any 21 rights with respect to discovery 22 about other properties. If this 23 witness has information that he</p>	<p style="text-align: right;">Page 48</p> <p>1 Q. Okay. Was it your understanding that during 2 her time off, her 12 weeks, that she was 3 going to be paid or not? 4 A. Not. 5 Q. Not. 6 A. With exception of when she came back and did 7 the one day work. 8 Q. Okay. Was that something you asked her to 9 do? 10 A. That was something we both mutually agreed 11 to. 12 Q. Was this the seven days -- the seven hours a 13 week? 14 A. Yes, ma'am. 15 Q. Okay. And you asked her to do this marketing 16 plan; is that correct? 17 A. That again was something that Heather 18 showed -- wanted to do, and it was a mutual 19 understanding that we needed it done. She 20 wanted -- she told me she wanted to keep her 21 hands in it and had no problems completing 22 it. 23 Q. Was she paid any additional amount to do that</p>
<p style="text-align: right;">Page 47</p> <p>1 knows about any other properties, 2 depending upon what the question 3 is -- and this last question you 4 asked I'll let him answer. But I 5 want you to be aware that you guys 6 are pretty close to the line. 7 Q. Would you please just respond to the 8 question, please? 9 A. Mount Arlington? 10 Q. Right. 11 A. Sheer vacancy based on someone quitting. 12 Q. So you hired a temporary person there? 13 A. To fill in until we could hire a full-time 14 person. 15 Q. Okay. 16 A. In Houston, it was in order to bolster 17 part-time sales staff to get better results. 18 Q. Okay. Had you ever encountered an FMLA claim 19 before? 20 A. No, ma'am. 21 Q. Did you have any conversations with Ms. Watts 22 about family medical leave? 23 A. No, ma'am.</p>	<p style="text-align: right;">Page 49</p> <p>1 plan? 2 A. At my recollection, it was supposed to be 3 part of that seven hours; but I couldn't tell 4 you beyond that. 5 Q. You don't -- did you approve overtime for 6 that period? 7 MR. FELLNER: Object to the form of the 8 question. 9 A. No. No, ma'am. 10 Q. Okay. What daily, weekly and quarterly 11 reports does the manager of Fairfield Inn 12 complete for Hospitality Ventures? 13 MR. FELLNER: Object to the form of the 14 question. 15 A. I'm not -- I don't know. 16 Q. Okay. What kind of reports did you get from 17 Ms. Watts? 18 A. Expense reports, bonus reports. 19 Q. Now, these are based on her sales? 20 A. Results of sales. 21 Q. Okay. Now, expense reports are what? 22 A. For any expenses she incurred, mileage. 23 Q. Is it personal expenses?</p>

<p style="text-align: right;">Page 50</p> <p>1 A. Business-related --</p> <p>2 Q. Right.</p> <p>3 A. -- expenses.</p> <p>4 Q. And these were the only reports you received</p> <p>5 from her?</p> <p>6 A. Yes, ma'am.</p> <p>7 Q. Did you receive sales and marketing reports</p> <p>8 from anyone else at Fairfield Inn?</p> <p>9 A. No, ma'am, not that I recall.</p> <p>10 Q. After the initial conversation with Ms. Watts</p> <p>11 about her pregnancy and her leave, how many</p> <p>12 times did you talk to her additionally about</p> <p>13 her pregnancy?</p> <p>14 A. I don't recall. I know -- while she was</p> <p>15 pregnant or after she was pregnant?</p> <p>16 Q. Well, first, while she was pregnant and then</p> <p>17 afterwards.</p> <p>18 A. While she was pregnant, I don't remember any</p> <p>19 conversations that we had. Doesn't mean that</p> <p>20 they weren't had; I just don't remember.</p> <p>21 Q. Do you recall sending her any e-mails about</p> <p>22 her pregnancy?</p> <p>23 A. Yes.</p>	<p style="text-align: right;">Page 52</p> <p>1 A. No.</p> <p>2 Q. You didn't interview her either?</p> <p>3 A. No. She worked for another hotel.</p> <p>4 Q. Well, how did she happen to come to Fairfield</p> <p>5 Inn?</p> <p>6 A. Promoted by our vice president of operations.</p> <p>7 Q. Was this another hotel that Hospitality</p> <p>8 Ventures was handling?</p> <p>9 MR. FELLNER: Object to the form of the</p> <p>10 question.</p> <p>11 A. Yes.</p> <p>12 Q. And where was that hotel?</p> <p>13 A. Portland, Maine, Fairfield Inn.</p> <p>14 Q. Where is Ms. Dominguez now? Do you know?</p> <p>15 A. I personally do not know.</p> <p>16 Q. Do you know if she's still working for</p> <p>17 Hospitality Ventures' properties?</p> <p>18 MR. FELLNER: Object to the form of the</p> <p>19 question.</p> <p>20 A. She's not working for our company at all.</p> <p>21 Q. Is she working for any of your clients or any</p> <p>22 of the properties that are managed by</p> <p>23 Hospitality Ventures?</p>
<p style="text-align: right;">Page 51</p> <p>1 Q. Okay. And what were the circumstances of</p> <p>2 those e-mails?</p> <p>3 A. I believe one that was entered yesterday</p> <p>4 congratulated her; and it showed concern</p> <p>5 about her work and doing well, but working</p> <p>6 while she's pregnant.</p> <p>7 Q. Do you recall one where you said everything</p> <p>8 will work out regarding her child care</p> <p>9 issues?</p> <p>10 A. Yes.</p> <p>11 Q. Did you attempt to assist her in any way in</p> <p>12 resolving that issue?</p> <p>13 A. No.</p> <p>14 Q. What was your basis for saying that?</p> <p>15 A. We were going to do everything in our --</p> <p>16 possible -- our opportunities to make it</p> <p>17 work. That was my basis of that, was I</p> <p>18 wanted it to work out.</p> <p>19 Q. Who was we?</p> <p>20 A. Todd and I -- or Tammy and I, I guess. I'm</p> <p>21 sorry. Not Todd, but Tammy and I.</p> <p>22 Q. Okay. And did you participate in the hiring</p> <p>23 of Tammy Dominguez?</p>	<p style="text-align: right;">Page 53</p> <p>1 A. No.</p> <p>2 Q. You have no idea where she is? Is that what</p> <p>3 you're saying?</p> <p>4 A. No, I don't.</p> <p>5 Q. Was she terminated?</p> <p>6 A. Yes.</p> <p>7 Q. And why was that?</p> <p>8 A. I don't know.</p> <p>9 Q. Did it have anything to do with</p> <p>10 profitability?</p> <p>11 A. I don't know.</p> <p>12 Q. Okay. Were you aware that she was demoted --</p> <p>13 A. No.</p> <p>14 Q. -- at one time?</p> <p>15 A. No, I wasn't.</p> <p>16 Q. Do you know Jennifer Middleton? Did you meet</p> <p>17 her?</p> <p>18 A. Yes, ma'am.</p> <p>19 Q. And did you participate in hiring Jennifer</p> <p>20 Middleton?</p> <p>21 A. Yes, ma'am.</p> <p>22 Q. Okay. And what -- did she succeed Tandi</p> <p>23 Mitchell as your salesperson at the Fairfield</p>

<p style="text-align: right;">Page 54</p> <p>1 Inn?</p> <p>2 MR. FELLNER: Object to the form of the</p> <p>3 question.</p> <p>4 A. To my best recollection, she did.</p> <p>5 Q. Okay. How long did she stay in that</p> <p>6 position?</p> <p>7 A. My best recollection, three, four months.</p> <p>8 Q. And what was the reason that she was -- she</p> <p>9 is no longer there?</p> <p>10 A. I don't remember the circumstances. I know</p> <p>11 she no longer could drive a car.</p> <p>12 Q. Why is that?</p> <p>13 A. My understanding from the hotel was that she</p> <p>14 had gotten too many tickets or whatever and</p> <p>15 was not able to.</p> <p>16 Q. Do you know the reason for those tickets?</p> <p>17 A. No, ma'am, I don't.</p> <p>18 Q. After Jennifer Middleton -- was she</p> <p>19 terminated?</p> <p>20 A. I don't remember if she was terminated or</p> <p>21 just didn't show up one day.</p> <p>22 Q. Who took over sales and marketing at the</p> <p>23 hotel after Jennifer Middleton?</p>	<p style="text-align: right;">Page 56</p> <p>1 doing that?</p> <p>2 A. That's part of his five jobs, six jobs.</p> <p>3 That's part of his job.</p> <p>4 Q. So did you attempt to recruit a full-time</p> <p>5 salesperson after Greg LeMey?</p> <p>6 A. I don't believe so.</p> <p>7 Q. Okay. Now, who is handling the sales at the</p> <p>8 hotel today?</p> <p>9 A. General manager Margie Vito.</p> <p>10 Q. And how do those sales at the Fairfield Inn</p> <p>11 compare to when Heather Watts was doing that</p> <p>12 job?</p> <p>13 A. At or higher.</p> <p>14 Q. And what do you base that on?</p> <p>15 A. I believe the P&L statements of the hotel.</p> <p>16 Q. Who prepares the P&L statements?</p> <p>17 A. Karen Kisch.</p> <p>18 Q. And she does that based on information</p> <p>19 received from who?</p> <p>20 A. Margie Vito.</p> <p>21 Q. And how long has been Ms. Vito been in that</p> <p>22 job?</p> <p>23 A. I believe close to a year.</p>
<p style="text-align: right;">Page 55</p> <p>1 A. I believe that's when we started having the</p> <p>2 general manager oversee sales.</p> <p>3 Q. And where are we now as far as the --</p> <p>4 Jennifer was hired in January. You said</p> <p>5 she -- you think she was gone March or April?</p> <p>6 A. That would be --</p> <p>7 Q. Three or four months?</p> <p>8 A. That would be around that time.</p> <p>9 Q. Okay. So then would you say -- what time</p> <p>10 would you say the general manager took over</p> <p>11 sales?</p> <p>12 A. The week -- the day after she left.</p> <p>13 Q. Okay. And who was that person?</p> <p>14 A. I believe -- I believe it was Greg LeMey.</p> <p>15 Q. Is he still working for --</p> <p>16 A. No, ma'am.</p> <p>17 Q. -- the hotel?</p> <p>18 A. No, ma'am.</p> <p>19 Q. Was he terminated, too?</p> <p>20 A. I don't -- that wasn't my area, so I don't --</p> <p>21 I don't know.</p> <p>22 Q. Okay. Well, your area is sales and</p> <p>23 marketing, right? Was he supposed to be</p>	<p style="text-align: right;">Page 57</p> <p>1 Q. Do you have access to those P&L statements?</p> <p>2 A. Yeah. Yes.</p> <p>3 Q. Okay.</p> <p>4 MS. DUNCAN: I will be requesting</p> <p>5 those.</p> <p>6 MR. FELLNER: I think you have.</p> <p>7 MS. DUNCAN: Are they included in your</p> <p>8 discovery?</p> <p>9 MR. FELLNER: Yeah.</p> <p>10 MS. DUNCAN: Where are they included in</p> <p>11 your discovery?</p> <p>12 MR. FELLNER: Actually, I sent it by</p> <p>13 e-mail to you Monday.</p> <p>14 MS. DUNCAN: They weren't identified.</p> <p>15 That's why I --</p> <p>16 MR. FELLNER: There was a separate</p> <p>17 e-mail that I sent to you on</p> <p>18 Monday.</p> <p>19 MS. DUNCAN: I mean, they weren't</p> <p>20 identified as being in response to</p> <p>21 anything in particular, so I</p> <p>22 don't --</p> <p>23 Q. What is the financial status of this hotel</p>

<p style="text-align: right;">Page 58</p> <p>1 property right now? Do you know?</p> <p>2 A. No, ma'am.</p> <p>3 Q. Do you know if it's up for sale?</p> <p>4 A. No, ma'am.</p> <p>5 Q. Would you be -- would you be notified if it</p> <p>6 was going to be sold?</p> <p>7 A. No, ma'am.</p> <p>8 Q. Now, you were talking about conversations and</p> <p>9 e-mails you had with Tammy Dominguez after</p> <p>10 Ms. Watts was terminated. Can you tell me a</p> <p>11 little bit about that?</p> <p>12 A. Well, Tammy had went through the process that</p> <p>13 she did, and we talked about necessities of</p> <p>14 the position.</p> <p>15 Q. Can you be a little bit more detailed about</p> <p>16 that? What was the necessity of the</p> <p>17 position?</p> <p>18 A. The only detail I remember is that it was --</p> <p>19 that she and I talked about that we had to</p> <p>20 have 35 hours to produce the job.</p> <p>21 Q. Had to have 35 hours. Did she favor 40</p> <p>22 hours?</p> <p>23 A. She never mentioned the 40 to me.</p>	<p style="text-align: right;">Page 60</p> <p>1 come back.</p> <p>2 Q. Did you ever question Ms. Watts about that?</p> <p>3 A. Ms. Watts and I had a telephone conversation</p> <p>4 sometime around that where she called to</p> <p>5 plead with me to consider working with her on</p> <p>6 less hours.</p> <p>7 Q. Less than 35?</p> <p>8 A. Yes, ma'am.</p> <p>9 Q. Or less --</p> <p>10 A. Less than 35.</p> <p>11 Q. Do you have any notes or documentation</p> <p>12 regarding that telephone conversation?</p> <p>13 A. I don't believe so.</p> <p>14 Q. Had she ever expressed to you previously that</p> <p>15 she would not be working 35 hours after she</p> <p>16 got off her FMLA leave?</p> <p>17 A. No. Not with the exception of the one e-mail</p> <p>18 that we saw yesterday that explained that she</p> <p>19 might have trouble and we might have to work</p> <p>20 with her when she first came back. That was</p> <p>21 in an e-mail yesterday. That was really the</p> <p>22 first time that I had a heads up that 35</p> <p>23 might be in contention.</p>
<p style="text-align: right;">Page 59</p> <p>1 Q. Did she mention being in the office a certain</p> <p>2 number -- in the hotel itself, staying in</p> <p>3 hotel --</p> <p>4 A. Not to me.</p> <p>5 Q. -- a certain number of hours?</p> <p>6 A. Not to me.</p> <p>7 Q. Would you have recalled that if she did?</p> <p>8 A. More than likely.</p> <p>9 Q. If you were exchanging e-mails to Tammy</p> <p>10 regarding Ms. Watts' termination, what else</p> <p>11 besides 35 hours did you inquire about?</p> <p>12 A. That's the only topic that's clear to me</p> <p>13 today that comes out of that conversation.</p> <p>14 That is it.</p> <p>15 Q. Were you disturbed because Ms. Watts was</p> <p>16 terminated?</p> <p>17 A. Not under the explanations that Tammy gave</p> <p>18 me.</p> <p>19 Q. Did you feel those explanations were</p> <p>20 credible?</p> <p>21 A. Yes.</p> <p>22 Q. And what explanation was that?</p> <p>23 A. That Ms. Watts refused to work 35 hours to</p>	<p style="text-align: right;">Page 61</p> <p>1 Q. Were you aware that her child had already</p> <p>2 been approved for the full-time child care on</p> <p>3 the day that she was supposed to come off of</p> <p>4 her leave?</p> <p>5 A. No, ma'am.</p> <p>6 Q. Was it your understanding, then, that</p> <p>7 Ms. Watts was supposed to return to full-time</p> <p>8 duty on November 9th?</p> <p>9 A. I don't remember the date.</p> <p>10 Q. Did you ask Ms. Dominguez why she fired</p> <p>11 Ms. Watts before her leave was up?</p> <p>12 A. No, ma'am.</p> <p>13 Q. Did you have any discussion regarding that</p> <p>14 termination at all?</p> <p>15 A. Only that who -- if Heather was going to be</p> <p>16 able to work with us, she would have to do</p> <p>17 the 35 hours.</p> <p>18 Q. Did you say Heather never did or did not say</p> <p>19 that she couldn't work 35 hours?</p> <p>20 A. Heather, on the telephone conversation with</p> <p>21 me, indicated that because she was having</p> <p>22 trouble with child care, she could not any</p> <p>23 longer do the 35. And she pleaded and in</p>

<p style="text-align: right;">Page 62</p> <p>1 some cases cried that we needed to work with 2 her. 3 Q. And is there any -- and when was it this 4 conversation take place? 5 A. It was right around the time that her and 6 Tammy were having their discussions on -- 7 Q. Was it before or after she was terminated? 8 A. This was before. My recollection is it was 9 before. 10 Q. You don't know specifically what date this 11 was? 12 A. No, ma'am. 13 Q. But you recall her pleading and crying? 14 A. Yes, ma'am. 15 Q. Did Ms. Watts send you any e-mail stating 16 that she could not work 35 hours a week? 17 A. Not that I recall. 18 Q. I mean, was e-mail not your usual form of 19 communication with Ms. Watts? 20 A. Telephone and e-mails. 21 Q. So how many times would you telephone 22 Ms. Watts in a week? 23 A. I don't recall.</p>	<p style="text-align: right;">Page 64</p> <p>1 because of alcohol use? 2 A. I don't remember the reason. 3 Q. Do you know if your employees are tested in 4 any way before they're hired? 5 A. I don't know if they are or not. 6 Q. Okay. And now you say the general manager 7 does sales work as one of five different 8 duties? Is that correct? 9 A. The general manager is responsible for the 10 sales of the hotel. 11 Q. And it's your contention that the sales 12 figures at Fairfield Inn are at or better? 13 A. My belief is that. I'd have to compare P&Ls. 14 Q. Your belief. Okay. Ms. Dominguez, if you 15 called -- called and e-mailed Ms. Watts after 16 she terminated her to offer her two -- one or 17 two other positions at the front desk, were 18 you aware of that? 19 A. Yes, ma'am. 20 Q. And why is that? Why were you aware of that? 21 A. Ms. Dominguez told me. 22 Q. Okay. And did she impart to you why she was 23 doing that?</p>
<p style="text-align: right;">Page 63</p> <p>1 Q. Average. 2 A. I don't recall. I can't average it. 3 Q. Okay. Did Ms. Dominguez have any performance 4 problems with Ms. Watts? 5 A. Not that I'm aware of. Not that I'm aware 6 of. 7 Q. Did you feel 35 hours a week was absolutely 8 required for this job? 9 A. Yes, ma'am, at a minimum. 10 Q. Okay. But then when she's terminated, you 11 have -- you've moved to Tandi Mitchell. How 12 many hours was she being paid for? 13 A. I don't remember. 14 Q. Okay. And then Jennifer Middleton, how many 15 hours was she working? 16 A. My recollection is 40. 17 Q. Do you recall what her salary was? 18 A. No, ma'am, I don't. 19 Q. Okay. But Ms. Middleton didn't work out, did 20 she? 21 A. Hard to do sales without a car. So, no, 22 ma'am, the answer is no. 23 Q. Do you know if she had lost her license</p>	<p style="text-align: right;">Page 65</p> <p>1 A. Let me see. Not during that conversation, 2 she didn't, I don't believe. She said she 3 was offering her a front -- second shift 4 front desk position and a night auditor's 5 position. 6 Q. Well, when did she tell you why she did that? 7 A. One or two subsequent calls afterwards. 8 Q. Okay. So you had a good number of calls with 9 Ms. Dominguez about this issue; is that 10 right? 11 A. Well, per the sheet, I would say so. 12 Q. Okay. And what did Ms. Dominguez then say 13 about -- 14 A. Ms. Dominguez said that Mr. -- she talked to 15 Mr. Disbrow and Mr. Disbrow felt that we 16 needed to offer her some options of coming 17 back in other positions. 18 Q. So Mr. Disbrow was -- he was the one who -- 19 had you ever talked to Mr. Disbrow about 20 this? 21 A. Not then, no. 22 Q. Well, did you talk to him later about it? 23 A. I reconfirmed that he had that conversation</p>

<p style="text-align: right;">Page 66</p> <p>1 with Tammy. And that was it.</p> <p>2 Q. And why did he -- why did he say that he had</p> <p>3 suggested that Tammy offer her additional</p> <p>4 jobs?</p> <p>5 A. I don't remember asking him that question.</p> <p>6 Mr. Disbrow, being in HR, I just felt that</p> <p>7 was his decision based on his knowledge of</p> <p>8 the case.</p> <p>9 Q. Did Tammy Dominguez ever say to you, as she</p> <p>10 did to Ms. Watts, according to Ms. Watts,</p> <p>11 that she didn't realize she was on FMLA?</p> <p>12 A. Repeat that again. I'm sorry.</p> <p>13 Q. Did Ms. Dominguez say to you, as Ms. Watts</p> <p>14 said she said to her, that Ms. Dominguez did</p> <p>15 not realize that Ms. Heather was -- Heather</p> <p>16 Watts was on FMLA?</p> <p>17 A. I don't remember her ever saying that to me.</p> <p>18 Q. Do you recall anybody mentioning FMLA during</p> <p>19 these discussions?</p> <p>20 A. A couple weeks after Mr. Disbrow mentioned</p> <p>21 it.</p> <p>22 Q. And what did he say?</p> <p>23 A. He just mentioned exactly about the FMLA. I</p>	<p style="text-align: right;">Page 68</p> <p>1 children?</p> <p>2 A. I supervise several.</p> <p>3 Q. Supervise at properties or supervise where?</p> <p>4 A. There are several director of sales and</p> <p>5 marketing that represent our hotels at the</p> <p>6 hotels that have children.</p> <p>7 Q. Are they small children?</p> <p>8 A. Yes.</p> <p>9 Q. And what happens when there's a problem with</p> <p>10 child care?</p> <p>11 A. That's something that the general manager of</p> <p>12 each property and the director of sales try</p> <p>13 to work out.</p> <p>14 Q. Did Todd Epplin ever express to you any</p> <p>15 problem with Ms. Watts obtaining child care?</p> <p>16 A. I can't remember. I cannot remember that.</p> <p>17 Q. You can't remember that he did?</p> <p>18 A. Can't remember that he did or did not.</p> <p>19 Q. Okay. Do you think that would register in</p> <p>20 your mind if he did?</p> <p>21 A. That many years back, with as many things as</p> <p>22 I manage, it's not abnormal.</p> <p>23 Q. Well, it's only a couple of years.</p>
<p style="text-align: right;">Page 67</p> <p>1 don't remember the exact conversation.</p> <p>2 Again, it was too many years ago, but I do</p> <p>3 remember him bringing that up.</p> <p>4 Q. Do you recall if he said you can't fire</p> <p>5 somebody that's on FMLA?</p> <p>6 A. I don't believe he said that to me.</p> <p>7 Q. What was his context in talking about FMLA?</p> <p>8 A. He referred to FMLA and indicated that his</p> <p>9 interpretation was that we, I guess -- I</p> <p>10 don't know if he used the word "owed," but</p> <p>11 for the lack -- it's been a long time to</p> <p>12 figure out the exact words, but we owed her</p> <p>13 options to come back. I left it at that.</p> <p>14 Q. And this was -- this conversation was when?</p> <p>15 Mid November?</p> <p>16 A. It was after.</p> <p>17 Q. A couple of weeks after she was terminated,</p> <p>18 you mean?</p> <p>19 A. Yes, ma'am. My best recollection, it was.</p> <p>20 Q. Okay. Did you ask him what that meant?</p> <p>21 A. No.</p> <p>22 Q. Do you have any other sales marketing people</p> <p>23 under your control who are married and have</p>	<p style="text-align: right;">Page 69</p> <p>1 A. The volume that I have, that's a lot.</p> <p>2 Q. Okay. You say you've got five or six</p> <p>3 properties?</p> <p>4 A. Currently, we have 12.</p> <p>5 Q. How many did you have back then?</p> <p>6 A. Between five and seven.</p> <p>7 Q. Okay. Have you received any training on</p> <p>8 human resource --</p> <p>9 MS. DUNCAN: If you want to take</p> <p>10 lunch --</p> <p>11 MR. FELLNER: I was going to ask you</p> <p>12 when is a good time for you.</p> <p>13 MS. DUNCAN: About two minutes.</p> <p>14 MR. FELLNER: Okay.</p> <p>15 Q. Have you received any training from</p> <p>16 Mr. Disbrow or anyone else about human</p> <p>17 resource policies or law regarding</p> <p>18 employment?</p> <p>19 A. No.</p> <p>20 Q. Okay. Do you know that it's illegal to</p> <p>21 discriminate against pregnant women?</p> <p>22 A. Yes.</p> <p>23 Q. Do you know that it's illegal to terminate</p>

<p style="text-align: right;">Page 70</p> <p>1 someone on FMLA leave?</p> <p>2 MR. FELLNER: Object to the form of the</p> <p>3 question.</p> <p>4 A. Yes.</p> <p>5 Q. How do you know these things?</p> <p>6 A. Post -- post Heather, Ron Disbrow had told</p> <p>7 me.</p> <p>8 Q. So the company hasn't had any overall program</p> <p>9 since Ms. Watts to educate its executives</p> <p>10 about that, right?</p> <p>11 A. We've had no problems. Up to that, we've had</p> <p>12 no programs.</p> <p>13 Q. Okay. Just Mr. Disbrow -- what else did he</p> <p>14 say about it, about the legal aspects of his</p> <p>15 actions?</p> <p>16 A. I don't remember.</p> <p>17 MS. DUNCAN: Okay. Let's break.</p> <p>18 (Lunch recess)</p> <p>19 Q. Mr. Miller, I'm going to show you this</p> <p>20 document. And regrettably, I don't have a</p> <p>21 copy of it; but it's Mr. Fellner's Exhibit A</p> <p>22 and document 25 filed with the court. And</p> <p>23 it's your affidavit.</p>	<p style="text-align: right;">Page 72</p> <p>1 A. Exactly what is in the affidavit, that</p> <p>2 Montgomery Ventures, LLC, owns and operates</p> <p>3 the hotel. Hospitality Ventures, LLC, does</p> <p>4 not own or operate the hotel.</p> <p>5 Q. And you know that for a fact?</p> <p>6 A. Yes. I'm not a lawyer. I guess to my best</p> <p>7 knowledge.</p> <p>8 Q. Well, I mean, it's not to the best of your</p> <p>9 knowledge. You swore that that was the truth</p> <p>10 in that document. If you've signed an</p> <p>11 affidavit, you've made a sworn statement that</p> <p>12 that is the truth, have you not?</p> <p>13 A. Yes.</p> <p>14 Q. Okay. And I believe you said earlier you</p> <p>15 didn't know what Hospitality Ventures, LLC,</p> <p>16 was; is that correct?</p> <p>17 A. Couldn't remember.</p> <p>18 Q. Couldn't remember. Well, I'm going to try to</p> <p>19 jog your memory here. I'm going to show you</p> <p>20 Plaintiff's Exhibits #9, #10, and #11.</p> <p>21 MR. FELLNER: So could you just tell me</p> <p>22 in which order these are exhibits?</p> <p>23 MS. DUNCAN: They're kind of all</p>
<p style="text-align: right;">Page 71</p> <p>1 Now, I want you to look down -- read the</p> <p>2 whole document and see if you agree with all</p> <p>3 of that first.</p> <p>4 (Witness reviews document)</p> <p>5 A. Yes, ma'am.</p> <p>6 Q. Okay. Now, is that -- is that an accurate</p> <p>7 statement?</p> <p>8 A. To my knowledge.</p> <p>9 MR. FELLNER: What statement?</p> <p>10 MS. DUNCAN: His affidavit. I'm going</p> <p>11 to focus --</p> <p>12 MR. FELLNER: Generally?</p> <p>13 MS. DUNCAN: Generally.</p> <p>14 Q. To your knowledge. Now, it says Montgomery</p> <p>15 Ventures -- number three down here.</p> <p>16 Montgomery Ventures, LLC, owns and operates</p> <p>17 the hotel. Hospitality Ventures, LLC, does</p> <p>18 not own or operate the hotel. Is that a</p> <p>19 truthful statement?</p> <p>20 A. Let me look at it again, ma'am.</p> <p>21 To the best of my knowledge, it is a</p> <p>22 truthful statement.</p> <p>23 Q. Well, what is the extent of your knowledge?</p>	<p style="text-align: right;">Page 73</p> <p>1 together.</p> <p>2 MR. FELLNER: I know. Which one is #9,</p> <p>3 #10, and #11?</p> <p>4 MS. DUNCAN: #9 is the short one.</p> <p>5 Excuse me. #10 is the short one.</p> <p>6 #9 is July 12th.</p> <p>7 MR. FELLNER: July 12th.</p> <p>8 MS. DUNCAN: In the upper right-hand</p> <p>9 corner.</p> <p>10 MR. FELLNER: That one is which? July</p> <p>11 12th is which?</p> <p>12 MS. DUNCAN: July 12th is #9.</p> <p>13 MR. FELLNER: Okay. And then the other</p> <p>14 one is #11?</p> <p>15 MS. DUNCAN: Yeah.</p> <p>16 Q. There you go. Now, Mr. Miller, I'd like to</p> <p>17 call your attention to the upper right-hand</p> <p>18 corner of these three documents, two of them</p> <p>19 dated January 9th, 2007 and one of them dated</p> <p>20 July 12th, 2006. Are you with me?</p> <p>21 A. Yes, ma'am.</p> <p>22 Q. Okay. Do you see up in the upper right-hand</p> <p>23 corner a box where it says, Managed by? And</p>

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1 what does that say?
 2 A. Managed by. Let me try to find the box here.
 3 Q. Right. Upper right-hand corner, right below
 4 Fairfield Inn Marriott.
 5 A. Oh, I'm sorry. My apologies. Yes, ma'am, I
 6 see it.
 7 Q. And what does it say?
 8 A. It says managed by Hospitality Ventures,
 9 LLC.
 10 Q. And what does it say below that?
 11 A. Owned by Hospitality Ventures, LLC.
 12 Q. Okay. With those three documents in your
 13 hand, do you still say you don't know
 14 anything Hospitality Ventures, LLC?
 15 A. I've seen Hospitality Ventures, LLC, on
 16 paperwork.
 17 Q. Today?
 18 A. Yes, ma'am.
 19 Q. Have you seen it before that?
 20 A. Yes, ma'am.
 21 Q. Well, you said you didn't know anything about
 22 it.
 23 A. I don't know anything about Hospitality

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1 Ventures.
 2 Q. Do these documents not say that the hotel is
 3 owned by Hospitality Ventures, LLC?
 4 A. That is what they say.
 5 Q. Okay. So your statement that the hotel is
 6 owned by Montgomery Ventures, LLC, is
 7 incorrect, is it not?
 8 A. No, ma'am. My statement is based on
 9 licensing agreements with the franchise of
 10 which I am basing that comment on.
 11 Q. Well, is this not a franchise document --
 12 franchise or document from the Marriott?
 13 MR. FELLNER: Object to the form of the
 14 question.
 15 Q. If you'll look down at the bottom of the URL
 16 it says QA.Marriott.com.
 17 A. Oh, yes, ma'am.
 18 Q. So do you think this would be a franchise or
 19 document?
 20 A. It would appear to be.
 21 Q. Now, these documents, who prepares them? I
 22 take it you've seen these before.
 23 MR. FELLNER: Object to the form of the

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1 question. Priscilla, just for
 2 clarity, you kind of asked two
 3 questions there.
 4 Q. Well, okay. I'm saying, first of all, have
 5 you seen these documents before?
 6 A. The ones I'm holding in my hands, no, ma'am.
 7 Q. Have you seen similar documents?
 8 A. No, ma'am, I have not.
 9 Q. Okay. The primary contact on the earlier one
 10 is listed as Tammy Pratt Dominguez. Do you
 11 know Ms. Dominguez?
 12 A. Yes, ma'am.
 13 Q. Do you know Randy Hickman?
 14 A. No.
 15 Q. Okay. Do you know Margaret Vito, who is
 16 listed as the primary contact on the second
 17 document?
 18 A. Yes, ma'am.
 19 Q. Do you have any explanation for these --
 20 A. No, ma'am, I don't.
 21 Q. -- documents at all?
 22 A. No, ma'am.
 23 Q. If you could, let me see those back, please.

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1 A. Oh, yes, ma'am.
 2 Q. So would you agree these documents are at
 3 odds with your affidavit?
 4 MR. FELLNER: Object to the form of the
 5 question.
 6 A. It would appear.
 7 Q. Okay. I want to show you this document
 8 that -- an e-mail from Tammy Dominguez to
 9 Amrita. And she says, It has become a sticky
 10 mess with Heather and we need to be
 11 cautious -- which is misspelled -- of our
 12 statements to her, on November 8th, 2005. Do
 13 you have any knowledge of why she used that
 14 language?
 15 A. No, ma'am, I do not.
 16 Q. Did you receive this document?
 17 A. To best recollection, I don't remember ever
 18 receiving it.
 19 Q. Okay. Did Tammy Dominguez ever express to
 20 you that the situation with Heather Watts had
 21 become sticky?
 22 A. Yes.
 23 Q. Okay. And what did she say?

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1 A. During one of our conversations, she said
 2 Ms. Watts refused to work 35 hours and was
 3 very argumentative when she was talking to
 4 her about what she expected out of her coming
 5 back.
 6 Q. When did she say this conversation took
 7 place?
 8 A. It was in one of the conversations prior to
 9 Heather being let go.
 10 Q. Do you know when that was?
 11 A. Sometimes prior, but I don't remember.
 12 Q. When did you become aware that Heather Watts
 13 was going to be terminated?
 14 A. Tammy called after she had talked to Heather,
 15 and it was after the fact.
 16 Q. After the fact?
 17 A. Yes, ma'am.
 18 Q. Was there any reason, then, why you were
 19 trying to get this report from Heather before
 20 the end of the month?
 21 A. Which report? I'm sorry.
 22 Q. This is the annual sales marketing plan.
 23 A. Deadlines were due. And like with every

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1 other hotel, I was calling in all the
 2 reports, calling in all the marketing plans
 3 to get done.
 4 Q. Okay. And was it your practice to meet with
 5 the person who had authored the marketing
 6 plan before it was finalized?
 7 A. To discuss or meet, yes. Yes.
 8 Q. But you did not meet with Ms. Watts, did you?
 9 A. No.
 10 Q. And why was that?
 11 A. To my best recollection, she was on, still,
 12 maternity leave. I felt -- and that was --
 13 you know, she had done so much, that was not
 14 appropriate, to my best recollection. Again,
 15 it's been three years. I remember making the
 16 trip, and I remember that she wasn't there.
 17 And I remember who was there, but I don't --
 18 Q. Did you notify her that you were coming?
 19 A. I don't remember.
 20 Q. You didn't -- so wouldn't you have been the
 21 person who would have notified her?
 22 A. The majority of the time.
 23 Q. Well, you had only done -- she had only done

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1 one plan before, right?
 2 A. Uh-huh.
 3 Q. And you're sure that Tammy Dominguez did not
 4 inform you prior to November 2nd that she was
 5 going to terminate Heather?
 6 A. I do not recall her ever doing that.
 7 Q. What would make you recall that?
 8 A. I don't know.
 9 Q. Isn't it -- well, let me ask you this. Do
 10 general managers normally contact you when
 11 they're going to fire your sales director?
 12 A. Normally.
 13 Q. Normally?
 14 A. Yes.
 15 Q. And so Tammy Dominguez did not call you this
 16 time before she fired Heather?
 17 A. To my best recollection, I do not ever
 18 remember ever discussing that prior.
 19 Q. But you're not saying it didn't happen?
 20 A. Correct.
 21 Q. Now, you said you did -- did or did not
 22 interview Jennifer Middleton before she was
 23 hired?

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1 A. I believe I did.
 2 Q. Okay. And what -- did you know that Jennifer
 3 Middleton was a single female with no
 4 children?
 5 A. No.
 6 Q. Was that a concern of yours?
 7 A. Wasn't a thought.
 8 Q. Was it a concern of Tammy Dominguez?
 9 A. No.
 10 Q. This is Plaintiff's #13. It is the personnel
 11 action form for the hiring of Jennifer
 12 Middleton. And you notice she is single; is
 13 that correct?
 14 A. Yes, ma'am.
 15 Q. And what is her annual salary?
 16 A. Annual salary states here 40,000.
 17 Q. Okay. Now, did you set that salary or did
 18 Ms. Dominguez set that salary?
 19 A. I don't remember.
 20 Q. Well, I think it was Ms. Watts' testimony
 21 that when she was hired, you set the salary.
 22 A. It was a combination of people with
 23 Ms. Watts.

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1 Q. Ms. Watts had never even interviewed with
 2 Todd Epplin and had never talked to him.
 3 MR. FELLNER: Object to the form of the
 4 question.
 5 Q. So --
 6 A. The general manager is responsible for the
 7 budget of his hotel. He or she has the final
 8 say of what the person is paid.
 9 Q. But, now, you have access to that budget as
 10 far as personnel matters, do you not?
 11 A. I have access, yes, ma'am.
 12 Q. And you know how much they have to spend?
 13 A. Yes.
 14 Q. Why did you pay Jennifer Middleton so much
 15 more?
 16 A. I don't know.
 17 Q. You don't know. Okay. Now, you said when
 18 you hired Ms. Watts, that the salary was
 19 negotiated with Mr. Epplin.
 20 A. Mr. Epplin had input with several other
 21 people.
 22 Q. Well, who is Susan Flemming, Mr. Miller?
 23 A. Susan was a director of sales and marketing

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1 at the hotel at one time.
 2 Q. Did she precede Heather Watts?
 3 A. I believe she did.
 4 Q. Okay. And what happened to Susan Flemming?
 5 A. Susan, to my best knowledge, left one
 6 afternoon and never came back.
 7 Q. And you have no idea why? Do you have an
 8 idea why?
 9 A. Speculation.
 10 Q. Well, feel free to speculate.
 11 MR. FELLNER: Object to the form.
 12 There's no reason for him to
 13 speculate. If he knows, he
 14 knows. If he doesn't know, he
 15 doesn't know.
 16 Q. Do you have -- is there some event that would
 17 cause you to think that you might know why?
 18 A. No.
 19 Q. Did she take a laptop and never bring it
 20 back?
 21 A. My recollection is that she did.
 22 Q. Now, this document that was presented
 23 yesterday as Defendant's Exhibit #8 is a

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1 quarterly incentive compensation plan --
 2 A. Yes, ma'am.
 3 Q. -- for hotel sales department.
 4 A. Yes, ma'am.
 5 Q. And what does the HVMI stand for up there?
 6 A. Hospitality Ventures Management, Inc.
 7 Q. And, in fact, it was faxed from Hospitality
 8 Ventures, was it not?
 9 A. I believe so.
 10 Q. Can you read the fax line at the top?
 11 A. December 2nd, '04, 4:35 p.m. Hospitality
 12 Ventures, (404)467-1962, page 1.
 13 Q. Okay. Now, did this document come out of
 14 your office?
 15 A. It appears, yes, ma'am.
 16 Q. And, so, were the terms of this offer drawn
 17 up by you or someone who works for you?
 18 A. It is our standard program for all the
 19 hotels.
 20 Q. Your department?
 21 A. Yes, ma'am.
 22 Q. Okay. I will show you this Exhibit #33 --
 23 and that is a defense exhibit -- an e-mail

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1 from Heather Watts to you. Do you recall
 2 that e-mail?
 3 A. Yes, ma'am.
 4 Q. Okay. And did you call Ms. Watts back, as it
 5 asks you to, regarding her maternity leave?
 6 A. I don't -- I don't know. I don't have a
 7 recollection of it.
 8 Q. Do you think you might have sent an e-mail
 9 back to her?
 10 A. Normally, I would.
 11 Q. And what would you normally say?
 12 A. That's -- I don't know.
 13 Q. You don't know about what?
 14 A. Since I can't -- don't remember what I said,
 15 there's no way that I could speculate what I
 16 would have said.
 17 Q. What does that e-mail ask you to do?
 18 A. It's asking me to plan Heather's return later
 19 than she initially had said.
 20 Q. Okay. So if you had any objection to that
 21 extension on her return time, would you not
 22 have e-mailed her back or called her?
 23 A. If I had understood FMLA at the time.

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1 Q. If you had understood it?
 2 A. Yes, ma'am.
 3 Q. What do you understand about it now?
 4 A. Different states qualify -- different people
 5 qualify for different things in different
 6 states, and you have to work with your legal
 7 teams in order to present the position
 8 properly.
 9 Q. Okay. Do you feel that the position was
 10 presented properly in this case?
 11 A. I was not aware of the conditions of
 12 Montgomery Ventures, LLC, and Ms. Watts'
 13 position and when she requested for leave.
 14 Q. And then you've just looked at these
 15 documents that say that the Fairfield Inn is
 16 owned by Hospitality Ventures, LLC; is that
 17 correct?
 18 A. I looked at them, yes, ma'am.
 19 Q. Okay. Would that have affected anything in
 20 Ms. Watts' case as far as her leave?
 21 A. I don't know.
 22 Q. Okay. I want you to look at Defendant's
 23 Exhibit #24 from yesterday. This is a letter

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1 Ms. Watts wrote at the request of Todd
 2 Epplin. Did he copy that to you?
 3 A. He might have. I don't remember.
 4 Q. Have you reviewed any files in preparation
 5 for this deposition?
 6 A. Partial.
 7 Q. Okay. What files have you reviewed?
 8 A. I don't remember.
 9 Q. Do you have a memory problem, Mr. Miller?
 10 A. Not normally.
 11 Q. Okay. Are you taking any mind-altering
 12 drugs?
 13 A. No, ma'am.
 14 Q. Are you on any medication of any kind?
 15 A. No, ma'am.
 16 Q. And when did you perform this review of
 17 documents?
 18 A. We went through a few documents on Monday.
 19 Q. Okay. And you can't remember from Monday
 20 what you looked at?
 21 A. There was a lot for me to go through the
 22 first time, and the papers were moved very
 23 quickly. And yesterday was the first day, as

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1 you were presenting, that I had really time
 2 to take a look and learn a little bit more
 3 about the paperwork.
 4 Q. Okay. Now I want you to look again at this
 5 Defendant's Exhibit #22, also refers -- this
 6 is dated April 7th, 2005. Do you recall that
 7 document notifying you again of maternity
 8 leave and also I think deals with a salary
 9 increase that you approved for Ms. Watts; is
 10 that correct?
 11 A. Yes, I approved it. Yes, ma'am.
 12 Q. And do you see there, too, where she's
 13 talking about her maternity leave?
 14 A. Yes, ma'am.
 15 Q. Okay. And do you know if you responded to
 16 that and had any concerns about her being
 17 able to perform her duties or come back to
 18 work?
 19 A. I'm sorry. I need to have the question --
 20 Q. I said, did you respond with any concern when
 21 she talked about her maternity leave?
 22 A. I don't remember responding.
 23 Q. Okay. Now, how often did Ms. Watts report in

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1 to you during a week's time?
 2 A. No set time.
 3 Q. She didn't have a weekly report that she
 4 posted to you every Tuesday?
 5 A. I don't remember requesting her report every
 6 Tuesday. I pulled all of her reports from
 7 Sales Pro. But if I got reports that were
 8 sent in, then that was, you know, something
 9 that I didn't -- I don't remember requesting.
 10 Q. Well, wouldn't she have to input the
 11 information into Sales Pro for you to get the
 12 report?
 13 A. Yes.
 14 Q. Okay. So she got -- you got a report. Was
 15 it once a week?
 16 A. I pulled all information at my leisure.
 17 Could be once a week; could be once every two
 18 weeks.
 19 Q. Did she have a deadline to put that
 20 information in?
 21 A. Yes.
 22 Q. And when was that deadline?
 23 A. The following Monday for the past week.

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1 Q. So, then, it would have been available to you
 2 on Tuesday, would it not?
 3 A. Yes, ma'am.
 4 Q. Okay. Now, I think you said earlier that all
 5 you got from her was bonus information?
 6 A. All that she forwarded to me paperwise was
 7 bonus information and expense reports, to the
 8 best of my recollection.
 9 Q. But you were getting this weekly update on --
 10 A. I was pulling. That was my job to pull, not
 11 her job. She didn't send me anything. It
 12 was in there. I could have pulled it, not
 13 pulled it. It was up to my discretion to go
 14 in, to go out.
 15 Q. Well, it wasn't up to her discretion to put
 16 it in, was it?
 17 A. No, ma'am.
 18 Q. Okay. And what other reports did you get
 19 from Ms. Watts or as a result of Ms. Watts'
 20 work?
 21 A. I pulled a sales recap form sporadically. I
 22 pulled the definite booking business report
 23 sporadically. And I pulled the future months'

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1 group bookings reports sporadically.
 2 Q. Okay. And she was required to generate all
 3 these reports?
 4 A. And the sales recap backup report.
 5 Q. Okay. And my question was, is she generating
 6 all this information?
 7 A. I personally generated it myself. She input
 8 it. She and anybody else at the hotel that
 9 would go in and input it.
 10 Q. And if you saw something curious about any of
 11 those reports, would you e-mail Ms. Watts to
 12 find out -- to resolve any issues?
 13 A. Yes.
 14 Q. Okay. Now, this Defendant's Exhibit #10
 15 contains -- it's Bates number 0021, a daily
 16 report. Now, is that one of the reports that
 17 Ms. Watts inputted information to?
 18 A. Not unless she did this for Todd. This was
 19 not a report that I required her to put any
 20 information in; however, the property general
 21 manager, I don't know what -- who they had
 22 inputting this stuff. But that's not a
 23 sales -- that's not a Sales Pro backup. It

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1 has nothing to do with Sales Pro.
 2 Q. Okay. Well, if you'll flip over to the front
 3 of it, though.
 4 A. Yes, ma'am.
 5 Q. This is part of the quarterly bonus tracking
 6 results, right?
 7 A. Correct.
 8 Q. Did you require these reports before you
 9 could give anyone a bonus?
 10 A. Yes, ma'am. Yes, ma'am.
 11 Q. Okay. So you are familiar with that daily
 12 report, are you not?
 13 A. I'm familiar with daily reports, yes, ma'am.
 14 Q. All right. And were they pretty well
 15 standardized between units?
 16 A. I don't know.
 17 Q. Okay. I'm going to show you Defendant's
 18 Exhibit #7. It's the back of a pay stub
 19 envelope.
 20 MS. DUNCAN: Or what's the word for
 21 this?
 22 MS. WATTS: Perforated, I believe was
 23 the term.

Page 93

1 Q. HV Investors, LLC. Are you familiar with HV
 2 Investors?
 3 A. I've seen the script.
 4 Q. Do your paychecks come in an envelope like
 5 that?
 6 A. I believe.
 7 Q. And what is HV Investors?
 8 A. I don't know. I don't know.
 9 Q. Okay. You worked for this company -- you've
 10 worked for Hospitality Ventures Management
 11 now for four years; is that right?
 12 A. Yes, ma'am.
 13 Q. And you've never asked anyone what these
 14 other companies are?
 15 A. No, ma'am.
 16 Q. And why do you have such a lack of curiosity?
 17 A. It's not my business.
 18 Q. Well, it is your business, isn't it, if
 19 you're working for Hospitality Ventures and
 20 your paycheck comes on a stub that says
 21 Hospitality HV Investments (sic), LLC?
 22 MR. FELLNER: Object to the form of the
 23 question. I'm unsure about that

<p style="text-align: right;">Page 94</p> <p>1 question.</p> <p>2 Q. Is it not uncommon for you to be -- or</p> <p>3 wouldn't it be common for you to be curious</p> <p>4 because you're getting paid by one person and</p> <p>5 think you're working for someone else?</p> <p>6 A. No, ma'am.</p> <p>7 MR. FELLNER: I'll object to the form</p> <p>8 of the question. Go ahead and</p> <p>9 answer.</p> <p>10 A. No, ma'am.</p> <p>11 Q. Are you saying you don't care who pays you?</p> <p>12 A. Yes, ma'am.</p> <p>13 Q. Well, who pays you?</p> <p>14 A. Hospitality Ventures Management, to the best</p> <p>15 of my knowledge.</p> <p>16 Q. But you said your paycheck comes in from</p> <p>17 another company, does it not?</p> <p>18 MR. FELLNER: Object to the form.</p> <p>19 That's not what he said.</p> <p>20 A. I'm -- I have no explanation nor have I been</p> <p>21 curious about it.</p> <p>22 Q. Okay. Did you receive a copy of the</p> <p>23 associate handbook, personnel handbook?</p>	<p style="text-align: right;">Page 96</p> <p>1 Q. And who was that person?</p> <p>2 A. I believe I have asked Carol Twardoch, when I</p> <p>3 first started, to reconfirm. We were using</p> <p>4 the same schedule as we do with Impac Hotel</p> <p>5 Group.</p> <p>6 Q. And who is Carol Twardoch?</p> <p>7 A. Company admin. I don't know her exact title.</p> <p>8 I know what she calls herself.</p> <p>9 Q. What? What does she call herself?</p> <p>10 A. Mother ship.</p> <p>11 Q. Mother ship?</p> <p>12 A. Yeah.</p> <p>13 Q. And why would she say that?</p> <p>14 A. She's very valuable in all assets.</p> <p>15 Q. Oh. Maybe I should be talking to her. I'm</p> <p>16 going to show you Defendant's Exhibit #1,</p> <p>17 which is the affidavit of Heather Watts that</p> <p>18 was submitted through the EEOC.</p> <p>19 MR. FELLNER: Hold on. I'm going to</p> <p>20 object to this. This is not the</p> <p>21 affidavit that was submitted to</p> <p>22 EEOC. It's in the exhibits. If</p> <p>23 we're going to talk about the</p>
<p style="text-align: right;">Page 95</p> <p>1 A. Did I personally receive one?</p> <p>2 Q. Yes.</p> <p>3 A. No, ma'am.</p> <p>4 Q. You did not. Okay. Did you -- did you sign,</p> <p>5 if you recall, a form like that?</p> <p>6 A. I can't recall. I can't recall.</p> <p>7 Q. So what do you base your understanding of</p> <p>8 your job benefits on?</p> <p>9 A. Verbal understanding that I had initially</p> <p>10 when I started.</p> <p>11 Q. Okay. You don't have a contract with any --</p> <p>12 A. No, ma'am.</p> <p>13 Q. -- of these entities, then?</p> <p>14 A. No, ma'am.</p> <p>15 Q. So you are an at-will employee; is that</p> <p>16 correct?</p> <p>17 A. My understanding.</p> <p>18 Q. Has anybody ever talked to you about</p> <p>19 retirement benefits?</p> <p>20 A. No, ma'am.</p> <p>21 Q. Has anybody ever talked to you about your</p> <p>22 vacation benefits?</p> <p>23 A. Yes, ma'am.</p>	<p style="text-align: right;">Page 97</p> <p>1 affidavit that she submitted to</p> <p>2 EEOC, let's get the affidavit that</p> <p>3 she submitted.</p> <p>4 MS. DUNCAN: All right. Let's go to</p> <p>5 Defendant's #37.</p> <p>6 MR. FELLNER: Okay. Good enough.</p> <p>7 Q. You can skip on back to that affidavit.</p> <p>8 A. Oh, I'm sorry.</p> <p>9 Q. And if you would read that, please.</p> <p>10 A. From top to bottom?</p> <p>11 Q. Just to yourself. I mean, you don't have to</p> <p>12 read it out loud.</p> <p>13 A. Oh, I'm sorry.</p> <p>14 (Witness reviews document)</p> <p>15 Q. Okay. Mr. Miller, is there anything in that</p> <p>16 affidavit that you disagree with from your</p> <p>17 own knowledge?</p> <p>18 A. To my own knowledge, I don't know that she --</p> <p>19 she says here that I never had received a</p> <p>20 company handbook. That, I have no knowledge</p> <p>21 that that did not happen as what's stated.</p> <p>22 Q. You don't know whether she did or she didn't?</p> <p>23 A. Right. Right.</p>

<p style="text-align: right;">Page 98</p> <p>1 Q. What I'm asking is, is there anything you 2 know from your personal knowledge that you 3 think is false? 4 A. Number six, it states that my employer, 5 however, continued to give me assignments 6 during this period. My understanding of that 7 is that Ms. Watts had agreed to do the things 8 very willingly. She was not given anything 9 and told to do it, but she had wanted -- 10 actually wanted to do the sales and marketing 11 plan as well as the seven hours worth of 12 work. I remember her talking on telephone 13 conversations and her thanking me. That, you 14 know, she could use the pay; the seven hours 15 would be very nice because she could use the 16 money. 17 Q. And that was an agreement that you and she 18 struck up, right? 19 A. That was an agreement that the general 20 manager, myself, and her struck up. General 21 manager also saw the benefit of her keeping 22 her hands in the pie, especially willingly, 23 and wanting to be part of the -- stay part of</p>	<p style="text-align: right;">Page 100</p> <p>1 Q. She couldn't access Sales Pro from her 2 laptop? 3 A. She couldn't execute the duties in order to 4 put -- she couldn't execute the physical 5 activities in order to document it in Sales 6 Pro. Sales Pro is strictly a documentation 7 of what you did for the day. What Heather 8 had documented in Sales Pro was physical 9 activity, very aggressive, physical activity, 10 both inside the hotel as well as outside in 11 the marketplace, which, again, I am on record 12 saying she did very well. But that statement 13 there, there's no way she could have done 14 that half at home. No way. Physically 15 impossible. 16 Q. She couldn't do telemarketing calls from 17 home? 18 A. She could. 19 Q. And she -- and you say she could do the Sales 20 Pro from the laptop, right? 21 A. Yes, ma'am. 22 Q. Okay. So the only other things that she 23 couldn't do from home would be actually go</p>
<p style="text-align: right;">Page 99</p> <p>1 the team. 2 Q. Do you know of any documents that exist to 3 show that Tammy Dominguez was involved in 4 this agreement? 5 A. Documents? I'm not aware of. 6 Q. Okay. So other than the e-mail from -- 7 traffic between you and Heather Watts, 8 there's no independent verification of that? 9 A. No independent verification? No. No. 10 Q. Okay. 11 A. Also, number seven here says, Typically, more 12 than half of my work had been performed at 13 home, outside the hotel, because of the 14 nature of my job. Half had been performed at 15 home is inaccurate. The hours that she spent 16 at the hotel and logged on Sales Pro, meaning 17 on sales calls and outside sales work that 18 she did extremely well, that was not -- 19 that's not a true statement. She couldn't 20 possibly have done what she did at the hotel 21 as well as what she did to get sales in the 22 hotel and half of it been at home. That's 23 impossible.</p>	<p style="text-align: right;">Page 101</p> <p>1 out and meet these chamber -- at these 2 Chamber of Commerce events and that sort of 3 thing, right? 4 A. No, ma'am. 5 Q. And coordinate with groups coming in and that 6 sort of thing. 7 A. She couldn't do the vast majority of duties 8 that were -- that she was graded on through 9 Sales Pro, which are sales calls, 10 appointments, stuff of that nature, follow-up 11 work, inquiries, marketing plan items, sales 12 calls physically at offices of clients, et 13 cetera, et cetera. 14 Q. Right. Is she saying that she's doing that 15 from her home, or is she just saying she 16 didn't do it in the hotel? 17 A. Number seven specifically says, Typically, 18 more than half of my work had been performed 19 at home and outside the hotel because of the 20 nature of my job. 21 Q. That's -- outside the hotel is the other part 22 of it, is it not? 23 A. Yes, ma'am.</p>

<p style="text-align: right;">Page 102</p> <p>1 Q. Okay. And you still disagree with that?</p> <p>2 A. Yes, ma'am.</p> <p>3 Q. Do you think she would spend more than half</p> <p>4 of her time working at the hotel?</p> <p>5 A. A combination of outside the hotel,</p> <p>6 physically outside, of being in her house and</p> <p>7 what she had to do to prepare for that in the</p> <p>8 office. It would have been very difficult.</p> <p>9 I'm not saying someone is not a super woman,</p> <p>10 but I'm saying it would have been very</p> <p>11 difficult for her to accomplish that, but she</p> <p>12 did a very solid job when she was there in</p> <p>13 the hotel, and she did a very solid job when</p> <p>14 she was out making sales calls and doing</p> <p>15 that.</p> <p>16 And from number 9, number 10, number 11,</p> <p>17 number 12, number 13, number 15, and number</p> <p>18 16, I have no knowledge of. I mean, I was</p> <p>19 not involved in; therefore, I cannot say yes</p> <p>20 or no to.</p> <p>21 Q. And that's all we're asking -- we were asking</p> <p>22 you about was what you had personal knowledge</p> <p>23 of.</p>	<p style="text-align: right;">Page 104</p> <p>1 stood in that line-up.</p> <p>2 A. Like every director, she would have months</p> <p>3 where she was one of the, probably, top and</p> <p>4 other months where she was average depending</p> <p>5 upon the other -- not her performances, but</p> <p>6 upon other people's performances.</p> <p>7 Q. Do you know what the maximum quarterly bonus</p> <p>8 you ever paid to a sales marketing manager</p> <p>9 was?</p> <p>10 A. No, ma'am.</p> <p>11 Q. Do you think \$3800 is high for a bonus?</p> <p>12 A. I don't know.</p> <p>13 Q. Well, you had to approve the bonuses, did you</p> <p>14 not?</p> <p>15 A. Yes, ma'am.</p> <p>16 Q. Okay. Were there bonuses that were routinely</p> <p>17 higher than that?</p> <p>18 A. I don't recall.</p> <p>19 Q. Do you recall offering Ms. Watts a salary at</p> <p>20 the time she interviewed with you in Atlanta?</p> <p>21 A. I remember discussing a salary based on</p> <p>22 multiple people's input.</p> <p>23 Q. How soon after that was it you e-mailed her</p>
<p style="text-align: right;">Page 103</p> <p>1 A. Yes, ma'am.</p> <p>2 Q. Okay. So now I want you to look at this</p> <p>3 Plaintiff's Exhibit #1. This is an e-mail</p> <p>4 from you to Ms. Watts on October 31st.</p> <p>5 A. Okay.</p> <p>6 Q. Did you receive any more e-mail from Heather</p> <p>7 Watts between October 31st and the day she</p> <p>8 was fired?</p> <p>9 A. I don't remember. I don't remember.</p> <p>10 Q. And it's your statement today that you had</p> <p>11 absolutely no knowledge that Tammy Dominguez</p> <p>12 was going to fire her on November 2nd?</p> <p>13 A. To my knowledge, recollection, I do not</p> <p>14 remember ever Tammy discussing that; because</p> <p>15 I remember being extremely surprised, to put</p> <p>16 it mildly, in my recollection.</p> <p>17 Q. How did Heather Watts rank as a sales manager</p> <p>18 among your properties? You said you had five</p> <p>19 to seven at the time.</p> <p>20 A. She's very positive.</p> <p>21 Q. Was she the best you had?</p> <p>22 A. She was a strong performer.</p> <p>23 Q. I'm just trying to get some idea of where she</p>	<p style="text-align: right;">Page 105</p> <p>1 the offer?</p> <p>2 A. I don't remember how soon.</p> <p>3 Q. Do you remember telling Heather Watts that</p> <p>4 Todd, the general manager, was not the</p> <p>5 decision-maker in hiring a sales position?</p> <p>6 A. No, ma'am, I do not remember that.</p> <p>7 Q. And that was why the interview was conducted</p> <p>8 in Atlanta?</p> <p>9 A. No, ma'am, I do not remember that.</p> <p>10 Q. Okay. Do you recall, at that interview with</p> <p>11 Heather Watts in Atlanta, introducing her to</p> <p>12 Rob Flanders, who offered her health</p> <p>13 insurance?</p> <p>14 A. I remember introducing her to Rob Flanders to</p> <p>15 spend a few minutes with to discuss -- to</p> <p>16 talk. I don't have a clue on what it was to</p> <p>17 talk about.</p> <p>18 Q. How many times has Heather Watts been to</p> <p>19 Atlanta to see you?</p> <p>20 A. To my knowledge, it was once. From my</p> <p>21 memory, it was once.</p> <p>22 Q. Just the initial interview; is that correct?</p> <p>23 A. From my memory, yes, ma'am.</p>

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1 Q. Okay. Now, is Sales Pro an optional tool to
 2 use at individual hotels, or is it the main
 3 source of sales numbers and reports?
 4 A. Main source of sales numbers and reports.
 5 Q. Okay. What's an audit report, then?
 6 A. I don't know what you're referring to.
 7 Q. Well, you've got a night auditor, right? And
 8 what does he do?
 9 A. Works -- you know what? I don't know. I
 10 think there was a job -- well, I started to
 11 answer like I did. And I don't, so there's
 12 no sense in saying I do. Is there a job
 13 description for it? I'm not familiar with
 14 the job description.
 15 Q. Okay. And who reads the audit reports if you
 16 don't?
 17 A. General manager.
 18 Q. Okay. I thought they were just -- the
 19 general manager is the one who generates the
 20 reports, are they not?
 21 A. General managers -- I'm sorry.
 22 Q. Excuse me. Where do the audit reports go
 23 after they're generated at the local

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1 facility?
 2 A. My understanding is that they go to the home
 3 office, is my understanding.
 4 Q. Do you work at the home office?
 5 A. I work in the sales and marketing department
 6 of the home office.
 7 Q. That's a yes?
 8 A. Yes.
 9 Q. Okay.
 10 (Brief recess)
 11 Q. Okay. Now, if you'll notice -- can you read
 12 the first line of that first e-mail?
 13 A. First paragraph line?
 14 Q. Yeah.
 15 A. Yes, ma'am. Heather, Hospitality Ventures is
 16 pleased to welcome you into our family of
 17 hospitality professionals.
 18 Q. Okay. You can stop there. Do you think that
 19 would give Heather the understanding that
 20 she's working for Hospitality Ventures?
 21 A. I don't know.
 22 MR. FELLNER: Object to the form of the
 23 question. Go ahead and answer.

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1 Q. He just does that so he can put something on
 2 the record.
 3 A. I don't know.
 4 Q. You don't know, but you're the one that
 5 authored it, right?
 6 A. Yes, ma'am.
 7 Q. Okay. Do you know why you would say that if
 8 it weren't true?
 9 MR. FELLNER: Object to the form of the
 10 question. Go ahead.
 11 A. This was a line that I used quite frequently
 12 to welcome people into the company.
 13 Q. Okay. Now, on the second page -- and I
 14 apologize for coupling these together, but
 15 you can see the second e-mail on the first
 16 page ends: And I am very excited about this
 17 opportunity and looking forward to joining
 18 the team, Heather Watts. And that is the
 19 same line that starts page 2.
 20 Okay? So now the first full e-mail on
 21 page 2, is that from you, Mr. Miller?
 22 A. I'm going to try to read it here for just a
 23 second and make sure.

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1 (Witness reviews document)
 2 A. Yes, ma'am.
 3 Q. Okay. And you are quoting her starting
 4 salary at \$35,000; is that right?
 5 A. Yes, ma'am.
 6 Q. And working 35 hours a week?
 7 A. Yes, ma'am.
 8 Q. Okay. Now, that is cc'd to Ronda Masters.
 9 Who is Ronda Masters? Who is she?
 10 A. Ronda -- gosh. She was a general manager
 11 there, I believe, at one time. I don't
 12 remember.
 13 Q. Was she the general manager when Ms. Watts
 14 was hired? I thought Todd Epplin was.
 15 A. No. Todd Epplin was. I don't know her
 16 title. I don't remember Ronda's title.
 17 Q. Well, I don't see Todd Epplin's name there in
 18 the header area, do you?
 19 A. No, ma'am.
 20 Q. Okay. So if Mr. Epplin was hiring her,
 21 wouldn't he be notified that you had quoted
 22 this salary and these terms?
 23 A. Normally.

<p style="text-align: right;">Page 110</p> <p>1 MS. DUNCAN: All right. the only thing 2 I've got left is just to make an 3 objection about the presentation 4 of the disk, so if you want to ask 5 your question -- any questions of 6 Mr. Miller. 7 MR. FELLNER: I don't have any 8 questions I want to ask him. 9 MS. DUNCAN: Okay. Then, please make 10 this #15. 11 (Brief pause) 12 Q. This is Plaintiff's Document #15. And if you 13 will take a look at that Mr. Miller. Do you 14 see the name Robert Flanders there? 15 A. Yes, ma'am. 16 Q. And have you already identified him as the 17 person who you introduced to Ms. Watts to 18 talk about insurance? 19 MR. FELLNER: I'll object to the form 20 of the question, but go ahead and 21 answer if you can. 22 A. Yes, ma'am. 23 Q. Okay. And does that document reflect that</p>	<p style="text-align: right;">Page 112</p> <p>1 Q. He did at the time? 2 A. Yes, ma'am. 3 MS. DUNCAN: Okay. Now, I'm 4 introducing Defendant's Exhibit 5 #16 here for the purpose of 6 objecting to the presentation of 7 the compact disk in a manner that 8 is difficult, if not impossible, 9 to view the contents. And so I 10 would hope that we would come to 11 some terms with opposing counsel 12 to get these documents reproduced 13 in a readable fashion. 14 MR. FELLNER: Is there a question for 15 the witness? 16 MS. DUNCAN: No. 17 MR. FELLNER: What are we doing, then? 18 MS. DUNCAN: We're just putting these 19 comments on the record because 20 of -- I can't get something from 21 you that I can read. I'm going to 22 file an objection with the Court 23 and ask for an extension of time.</p>
<p style="text-align: right;">Page 111</p> <p>1 Hospitality Ventures is going to be paying 2 for Ms. Watts' insurance? 3 MR. FELLNER: Object to the form of the 4 question. 5 A. We have agreed to pay at least 50 percent of 6 the coverage for your child. We will deduct 7 your portion, 50 percent, from you biweekly 8 paycheck. This amount is estimated to be \$60 9 per paycheck or \$1,560 annually. I do 10 understand the contents of that paragraph. 11 Q. Okay. And I think it was gone over yesterday 12 that the insurance covered Ms. Watts entirely 13 and half of her child. The better half, one 14 would hope. 15 A. Yes, ma'am. 16 Q. So you recognize that as a guarantee of 17 coverage? 18 MR. FELLNER: Object to the form of the 19 question. 20 A. I recognize that as what Mr. Flanders wrote 21 on that date to Heather. 22 Q. And he works for Hospitality Ventures? 23 A. He did at the time.</p>	<p style="text-align: right;">Page 113</p> <p>1 MR. FELLNER: Is the deposition over? 2 Do you have any more questions for 3 the witness? 4 MS. DUNCAN: No. 5 MR. FELLNER: All right. We're done. 6 Thank you. 7 (Off-the-record discussion) 8 MR. FELLNER: If you would like to 9 discuss this, I'll be happy to 10 discuss it off the record. Is the 11 deposition over? Do you have any 12 more questions for the witness? 13 MS. DUNCAN: No, sir, I do not. 14 MR. FELLNER: Okay. 15 MS. DUNCAN: I just wanted to get my 16 objection onto the record. 17 MR. FELLNER: Okay. 18 MS. DUNCAN: I do, however, move to 19 incorporate all the documents in 20 the deposition. 21 MR. FELLNER: Excuse me? I just didn't 22 hear what you said. 23 MS. DUNCAN: Move to incorporate all</p>

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1 the documents as a part of the
2 deposition. You've got to do that
3 or they don't get --

4 (The deposition concluded at
5 3:17 p.m.)

6 * * * * *

7 FURTHER DEPONENT SAITH NOT

8 * * * * *

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1 SIGNATURE OF WITNESS

2 I, ROGER ALAN MILLER, hereby certify
3 that I have read the transcript of my deposition
4 consisting of pages 4 through 114, and except for
5 the corrections listed below, certify that it is
6 a true and correct transcription.

7 _____
8 ROGER ALAN MILLER

9
10 SWORN TO AND SUBSCRIBED before me
11 this _____ day of _____, 2007.

12 _____
13 NOTARY PUBLIC

14 * * * * *

15 Page Line Correction and reason therefor

Page 115

1 REPORTER'S CERTIFICATE

2 STATE OF ALABAMA

3 AUTAUGA COUNTY

4 I, Heather Barnett, Court Reporter and
5 Commissioner for the State of Alabama at Large,
6 hereby certify that on Friday, July 20, 2007, I
7 reported the deposition of ROGER ALAN MILLER, who
8 was first duly sworn or affirmed to speak the
9 truth in the matter of the foregoing cause, and
10 that pages 4 through 114 contain a true and
11 accurate transcription of the examination of said
12 witness by counsel for the parties set out
13 herein.

14 I further certify that I am neither of kin
15 nor of counsel to any of the parties to said
16 cause, nor in any manner interested in the
17 results thereof.

18 This 6th day of August, 2007.

21 _____
22 HEATHER BARNETT, Court Reporter

23 Commissioner for the

State of Alabama at Large

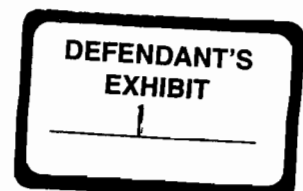
MY COMMISSION EXPIRES: 3/30/2011

AFFIDAVIT OF HEATHER WATTS

STATE OF ALABAMA)
COUNTY OF MONTGOMERY)

Personally appeared affiant, HEATHER WATTS, who being duly sworn, says:

1. This affidavit is given on the basis of the affiant having knowledge pertaining to sex/pregnancy discrimination and termination November 2, 2005.
2. My address is: 6976 Eastern Shore Road, Montgomery AL 36117 and my phone number (334) 244-8077.
3. I was employed at the Marriott Fairfield Inn from June 2004 as director of sales and marketing. General Manager Todd Epplin was told me the hotel had not made budget for 12-18 months before I was hired. From the first quarter, I brought in enough business to make the hotel profitable. I started at \$35,000 per year and was earning \$38,000 when I left, plus bonuses of \$3,800 per quarter. **JAN 2005**
4. When I first became pregnant, Roger Miller, vice president of sales and marketing at Hospitality Ventures, my employer, told me that I could take maternity leave. We worked on hiring an intern, Tandi Mitchell, to take over my job duties when I went on leave. Mr. Epplin agreed with Miller that I could be on maternity leave and gave Tandi and me training time up until the time I left. We talked about the length of my leave for several months.
5. My child was born on August 12, and I took unpaid maternity leave, starting Aug. 11. I never had received a company handbook, but I had requested the leave in writing. No one contested my right to FMLA/maternity leave. I took leave starting on August 11, 2005, and was not due to return to work until November 9.



6. My employer, however, continued to give me assignments during this period, paying me for seven hours a week. Tammy Dominguez, the new hotel manager, had tried to get me to come back to work three days a week at the hotel during my maternity leave, but my newborn developed an ear infection, and I was not able to work those hours during my maternity leave. *
7. Typically, more than half of my work had been performed at home and outside the hotel, because of the nature of my job.
8. I was working on a marketing plan for the hotel while I was on maternity leave. Ms. Dominguez was asked on Wednesday October 19, to bring in all my work on the plan and to copy all of it, in her presence. Yet, when Roger Miller came to town to discuss the plan the following week, I was not invited to meet with him. I began to feel uneasy about my job status. *
9. On Nov. 2, one week before I was to return from maternity leave, I was called by Ms. Dominguez, and asked if I was going to be able to return to my job fulltime, 35 hours a week. I said yes. She repeated the question, saying "I need to know by 5 p.m.," and I said yes.
10. She called back and said the company was not going to give me that option to come back, that I could resign today or she was terminating me.
11. I went to the hotel at 11:15 a.m. Nov. 3 and got my final check and an order to clean out my office. At 11:46, Ms. Dominguez, she called me again and questioned whether I had called the hotel and asked about FMLA. I said no. She began stating that she "made a mistake," and she could not terminate me due to FMLA. She said I should come in on Nov. 9, my original day back and prepare to work my 35 hours.

12. However I had been required to turnover my laptop and all sales files. The company locked me out of the SalesPro computer database. There was no doubt, that I was fired.
13. Ms. Dominguez does not have custody of her own child. Other company officials had expressed concern over my ability to get child care. This was the only expressed reason for terminating me.
14. The intern who is now assigned to do some of my work, works outside the hotel all but one day a week.
15. I also was told by corporate officials in Atlanta that my medical coverage had been canceled October 30, three days before I was terminated.
16. The company attempted to deny me unemployment benefits, but my employer was overruled.

Affiant

STATE OF ALABAMA }
MONTGOMERY COUNTY }

Before me the undersigned, a Notary Public in and for said County and State, this day personally appeared affiant, who is known to me, and who being first duly sworn deposes and says that the matters and things alleged in the foregoing affidavit are true as therein averred.

Affiant

Sworn and subscribed before me this 8th day of December, 2005.

Notary Public
My commission expires _____

DEFENDANT'S
EXHIBIT2

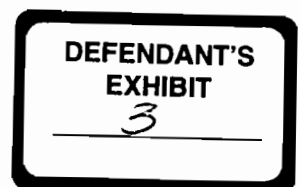
- Hired - late June 2004
- Pregnant Dec - 2004
- Letter Jan - 2005 - Goal 8-10 wks } at least 1:
- Worked until Aug. 11th 1/2 day
- Birth Aug. 12th 2005
- Worked 7+ hrs from home during leave
Went back / forth hotel when needed
- Oct. Tammy - tried to get me to work
3 days @ hotel - remaining at home
- Oct. 19th Tammy asked me to bring all
work - UK Plan - Roger came - not invited into
mgt.
- Nov. 2nd / Tammy called - yes coming back
* She was wanting me to work 40+ hrs all
inside hotel - tried to explain my 35 hrs
and working schedule.
No severance
* Bring everything to her
Hotel - letter @ Cobra /
- Nov. 3rd Tammy called - made a mistake
THU
- Nov. 6th letter - offering me another position

HOSPITALITY VENTURES, LLC

ASSOCIATE HANDBOOK FOR HOTEL PERSONNEL

Updated June 2002

This handbook supersedes
all previous associate handbooks
distributed by Hospitality Ventures, LLC



SECTION 1: **INTRODUCTION**

This Associate Handbook has been designed as a guide for new and existing Hotel Associates.

Each associate will receive a copy of the Associate Handbook. You will be asked to sign the enclosed Associate Acknowledgement Form indicating that you have read and understand its contents.

While you are expected to comply with its contents, all information you need during the course of your employment may not be contained in this handbook. It is not a legal document nor is it inclusive of all the rules, regulations, procedures, or policies that apply to associated of Hospitality Ventures, LLC.

From time to time, policies, procedures, and/or practices may be altered to meet the needs of the Company, its collective or individual associates, and/or to comply with legal requirements.

As well, this information is subject to changes, which supersede, modify, or eliminate the policies in this Handbook. While we will strive to announce changes, this may not always be feasible. Consequently, some changes may be made without notice. Hospitality Ventures (hereafter referred to as "Hospitality Ventures, LLC," "Hospitality Ventures", or "The Company") reserves the right to interpret, alter, suspend, or terminate this guideline in its entirety or any portion thereof at any time.

Many of Hospitality Ventures' voluntary benefits outlined in this handbook are mere summaries of the actual benefits provided to associates. Details about these benefits are provided in Hospitality Venture's Benefits Guide and other documents available to you.

Regarding any associates who are currently covered under a Collective Bargaining Agreement, the Agreement will prevail in any instances of significant difference between this Handbook and the Agreement.

Additionally, you should be aware that because Hospitality Ventures has properties in many states, the laws of the state in which you work will apply to your employment. Hospitality Ventures may present associates with a supplemental associate handbook or other materials that will apply to the laws of the state in which you work.

Your employment with Hospitality Ventures is at-will. As such, this Handbook is not intended to create an expressed or implied contract of employment or other legally enforceable promise between you and the Company, and you may not rely upon it as such.

In spite of any statement contained in the Handbook or any other document or statement issued by Hospitality Ventures, LLC or any of its representatives, you have the right to end your employment with the Company at any time and the Company reserves a similar right. Nothing stated in this Handbook shall be construed as impairing or altering such rights of you or the Company in any way.

HOSPITALITY VENTURES, LLC

To: Hospitality Ventures Associates

From: Robert Cole

Subject: Welcome

It is my sincere pleasure to welcome you to the Hospitality Ventures team. You have joined Hospitality Ventures at a time of unprecedented change and great opportunity in the hospitality industry.

Hospitality Ventures is driven by the need to find the perfect balance between quality, associate satisfaction, guest satisfaction, and business success. Hospitality Ventures' management team believes emphatically in the correlation among the four.

Our management strategy is driven by the relentless pursuit of Operational Excellence with an emphasis on innovation and continuous improvement, which ultimately leads to exceeding our stakeholders' expectations. Without an intense drive to be the best in the industry, Hospitality Ventures would simply reach status quo. We do not intend to fall short of our goals.

I know you possess the drive and capabilities to play a significant role in Hospitality Ventures' growth and vision. I wish you every success in your career with Hospitality Ventures. Welcome aboard!

Sincerely,

Robert Cole
Chief Executive Officer

SECTION 2: **COMPANY OVERVIEW**

2A. HOSPITALITY VENTURES' HISTORY

2B. MISSION STATEMENT

Our Mission is to exceed the defined expectations of our associates, our guests, and our shareowners, without compromising the balance of satisfaction between them. We will value the importance of each of these three stakeholders and recognize that their satisfaction is directly correlated.

2C. VISION STATEMENT

Guided by our principles, our vision is to become the premier owner and operator of hotels and a recognized leader in the entire hospitality industry.

2D. GUIDING PRINCIPLES

- Deliver Heroic Service
- Keep All Promises
- Build Strong Relationships
- Work With Passion
- Keep It Fun
- Continuously Improve

2E. TEN STANDARDS OF SERVICE

While we all know our core business is to serve our guests, the following Ten Standards of Service are just some examples of what is expected of each Hospitality Ventures Associate.

1. Each associate will know the Hospitality Vision Statement and understand the importance of always aligning his or her individual and departmental activities to it.
2. Each associate will know the Guest Satisfaction Guarantee. An associate who receives a complaint is empowered to resolve the complaint and to follow up within 30 minutes to ensure the problem has been resolved to the guest's satisfaction.
3. Each associate will participate in a line-up prior to starting his or her shift.
4. Guests will be acknowledged and given a pleasant greeting when met by an associate. Always maintain positive eye contact and use proper vocabulary.
5. Guests' requests will be fulfilled or responded to within 15 minutes.
6. Telephones are to be answered within three rings using the proper greeting, department name, and associate name.
7. Each associate will wear the proper uniform, including nametag, and Hospitality Ventures Values Card.
8. Associates will be knowledgeable of all hotel services and hours of operation in order to answer guest inquiries. Always recommend the hotel's food and beverage and retail outlets prior to outside facilities.
9. Associates will practice teamwork, know their department's service standards, and be certified in their positions within 30 days of employment.
10. Associates will know procedures for emergency situations and will notify supervisors immediately of hazardous situations. Protection of the assets of Hospitality Ventures is the responsibility of every associate.

SECTION 3: **EMPLOYMENT**

3A. EQUAL EMPLOYMENT, ACCOMMODATION, AND DIVERSITY

A.1 EQUAL EMPLOYMENT OPPORTUNITY

Hospitality Ventures is committed to the practice of equal employment opportunity. Its associates and applicants for employment will not be subjected to unlawful discrimination in regard to the terms or conditions of employment on the basis of race, color, religion, gender, national origin, sexual orientation, age, disability, marital status, veterans status or any status protected by applicable law.

Terms and conditions shall include, but are not limited to, recruitment, selection, promotion, educational support, transfer, social and recreational programs, compensation, benefits, training and development, discipline, and termination.

A.2 DISABILITY ACCOMMODATION

It is the intent of Hospitality Ventures to comply with the Americans with Disabilities Act (ADA). The Company will not discriminate against any qualified associate or job applicant with respect to any terms, privileges, or conditions of employment because of a physical or mental disability. The Company will also reasonably accommodate all associates or applicants with disabilities who are otherwise qualified to safely perform the essential duties of the job unless any such accommodations would impose an undue hardship on the Company.

Applicants and associates are assured that all information regarding a disability shall be kept confidential except that:

Supervisors and managers may be informed regarding restrictions on work or duties of disabled associates and any accommodations that have been made.

If the condition requires emergency treatment, first aid and safety personnel may be informed.

Government officials investigating compliance with federal laws may be informed.

All associates with responsibilities that may require knowledge of disabilities will be advised that they are to treat the knowledge with confidentiality.

A.3 RELIGIOUS ACCOMMODATION

Hospitality Ventures recognizes that certain associates' religious practices, beliefs, and observations may require special consideration. Therefore, it is the policy of Hospitality Ventures to offer reasonable accommodation of applicants' and associates' religious practices, beliefs and observations in accordance with applicable federal, state, and local laws.

A.4 DIVERSITY

Hospitality Ventures is committed to identifying, selecting, and promoting the best individuals from within our changing workforce. Hospitality Ventures strives to distinguish itself as a hotel company with an unmatched appreciation for the diversity of gender, race, heritage, religion, age, and other characteristics, which make up its guests, associates, shareholders, and business partners.

Hospitality Ventures is committed to ensure that it conducts business in a way that values and reflects the diversity of men and women who work in and patronize its properties.

3B. HIRING AND RECRUITMENT

B.1 EMPLOYMENT AT WILL

Your employment with Hospitality Ventures is considered "at-will". "At-will-employment" gives the employer or the associate (employee) the right to end the relationship at any time. There is no guarantee of employment for any specific period of time and employment can be terminated for any or no reason, with or without cause, and with or without notice. Associates also have the right under the employment-at-will rule to resign their employment at any time.

B.2 VERIFICATION OF EMPLOYMENT ELIGIBILITY

U.S. PROPERTIES ONLY

In accordance with the Immigration Reform and Control Act of 1986, it is Hospitality Ventures' practice to hire only those individuals who are authorized to work in the United States. Pursuant to this law, all individuals who are offered employment will be required to submit documentary proof of identity and employment authorization. Associates will also be required to complete and sign Immigration and Naturalization Service (Form I-9).

If you are authorized to work in the United States for a limited period of time, before the expiration of that period you will be required to submit proof of your employment authorization and sign another Form I-9 in order to remain employed by the Company.

3C. PERSONNEL RECORDS

Accurate personnel records are required for the benefit of both the associate and the Company. It is the associate's responsibility to keep Hospitality Ventures informed of current address, telephone number, insurance beneficiaries, name changes, number of dependents and individuals to notify in case of emergency. For example, Hospitality Ventures may rely on the associate's address for communications by mail, the telephone number in case of an emergency, and changes in marital status for tax withholding and Hospitality Ventures benefits.

3D. PROMOTIONS, LATERAL MOVES, TRANSFERS

Hospitality Ventures strives to fill open and newly created positions from within the Company through associate promotions, transfers, and lateral moves. We encourage our associates to apply or "post" for positions and welcome the opportunity to evaluate their qualifications as internal candidates for these positions.

D.1 JOB POSTINGS

Hospitality Ventures will make information regarding Company-wide job opportunities available to associates. Please note that Hospitality Ventures reserves the right to fill positions from outside the Company when we believe such action is appropriate. We reserve the right not to post executive level positions.

D.2 ELIGIBILITY / INTERNAL APPLICATIONS

Associates, who have been employed for at least 90 days and are interested in applying (posting) for positions, should contact their Human Resources Representative(s). Internal applications require pre-approval by your current Department Head.

To be considered for an open position, you must meet the minimum requirements of the position with or without reasonable accommodation. Your present performance, past performance ratings, specialized background, and skill are considered when evaluating your candidacy for the position. However, we must consider all applicants, and we will choose the person we determine to be best suited for the position.

If you apply for a position and are not chosen, we encourage you to continue applying when appropriate opportunities occur. A different Internal Transfer Application should be submitted for each separate position for which you wish to apply.

3E. ASSOCIATE CLASSIFICATION, ORIENTATION AND INTRODUCTORY PERIOD

E.1 CLASSIFICATION OF ASSOCIATES

1(a) Full Time Associates

Full time associates are employed to work on a regular basis for at least 24 hours per week. They are eligible for all benefits available through work at Hospitality Ventures, so long as they meet the applicable requirements, such as length of service.

1(b) Part Time Associates

Part time associates are employed to work on a regular basis for fewer than 24 hours per week. Part time associates working less than 24 hours per week are not entitled to Company benefits.

1(c) Temporary Associates

Temporary Associates are hired with the understanding that their employment will not continue beyond a stated date or beyond completion of a specified project or projects.

All associates of Hospitality Ventures, whether full time, part time or temporary, are employed at-will.

E.2 ORIENTATION PERIOD

The first 90 days of employment is known as the orientation period. This period is established to benefit both the associate and the Company. It is a period of adjustment and adaptation, both personally and in terms of learning the job requirements and work rules. If during this period you are unable to adapt successfully to the requirements of the position, the department, or the Company, your employment may be terminated immediately. Your supervisor may offer advice and counseling when a problem becomes apparent, however, your supervisor is not required to do so. You may be given advance notice, but that also is not required.

If you decide at any time during this orientation period that you would be happier employed elsewhere, you are free to resign at any time, just as the Company is free to end your employment at any time.

The completion of the orientation period is not cause for automatic wage increase, transfer, promotion, job reclassification, or continued employment, and it does not affect the right of you or the Company to end employment at any time for any reason.

E.3 PERFORMANCE AND EVALUATION

After you have completed your introductory period, we will communicate our evaluation of your performance through a performance review. At this review, you will be given the opportunity to express your personal views concerning training, orientation, and assignment as well as ask any questions you might have. Your supervisor will detail any performance improvements required and explain what he or she and you may expect in the future.

The introductory review is intended to document your progress over a relatively short period and generally will not result in a wage increase.

Your performance will be scheduled for review annually based on date of hire, most recent promotion, or change of job title. However, you may request a performance evaluation at any point during your employment.

A place for your comments and signature is located on the Performance Review Form. All performance evaluations will become an addition to your permanent personnel file.

3F. ATTENDANCE RESPONSIBILITIES

F.1 ATTENDANCE AND PUNCTUALITY

We are all expected to report for work on time. A good attendance record is extremely important to the Company and is obviously a requirement for continued employment. Our service is seriously affected if you or your fellow associates are absent or late. Additionally, a good attendance record is a valuable asset to you because it is one of the factors considered in the selection of associates for recognition, development reports affecting pay, transfers, and promotion. If you are going to be late, you must contact your supervisor, or if unavailable, the manager on duty, at least one hour before your shift. If you are going to be absent from a scheduled shift, you must contact your supervisor, or if unavailable, the manager on duty, two hours before the beginning of the shift.

You must recognize that we do not staff to cover for absences, and any absence negatively affects team and hotel performance. The Company generally reviews attendance on a rolling six-month period.

Absenteeism or tardiness that is not excused or excessive in the judgement of the Company is grounds for disciplinary action up to and including termination. Any associate failing to show for work or call in for three consecutive days will be removed from the payroll as a voluntary termination.

F.2 UNEXCUSED ABSENCE

Examples of an unexcused absence include:

1. A tardiness of two hours or more;
2. A one-shift absence or partial-shift absence (e.g. leaving early);
3. Personal illness or injury, which includes doctor's appointments (subject to Hospitality Ventures' Leave of Absence procedures discussed in this handbook);
4. Illness, injury, or personal obligation within your family (subject to Hospitality Ventures' Leave of Absence procedures discussed in this handbook);
5. Transportation problems;
6. Other personal obligations of a compelling nature requiring you to be absent;
7. Unreported absences (no reporting/no call-in);
8. Any other occasion when an associate is not at work when required

F.3 EXCUSED ABSENCE

Examples of an excused absence include:

1. Jury duty or witness subpoena from a court (must notify supervisor in advance);
2. Vacation (scheduled and approved);
3. Military service (must notify in advance);
4. Death in immediate family (must notify as soon as possible);
5. Approved training;
6. Any approved Family and Medical Leave absence.

SECTION 4: **BENEFITS REQUIRED BY LAW**

4A. UNEMPLOYMENT COMPENSATION

Hospitality Ventures pays 100% of the State and Federal Unemployment Insurance premiums for each associate. This benefit is designed to pay unemployment compensation to associates who lose their job for reasons other than misconduct or voluntary resignation.

4B. SOCIAL SECURITY

For each associate, Hospitality Ventures pay matching funds to the Social Security Administration under the Federal Insurance Contributions Act (FICA).

4C. WORKERS COMPENSATION

Workers Compensation is provided, and the cost is paid by the Company for all its' associates. In the event of an on-the-job injury or illness, even though you might consider it insignificant, it must be immediately reported to your Department Head or the Personnel Representative. Only in this way can necessary medical attention be obtained. We are also required by federal law to maintain accurate records of all work-related injuries and illnesses. Therefore, your prompt reporting of any incident is critical to both you and the Company.

SECTION 5: **VOLUNTARY BENEFITS, ASSOCIATE BENEFITS**

GENERAL

5A. BENEFITS ELIGIBILITY

For benefit purposes:

Full Time Associates. Associates regularly scheduled to work 24 or more hours per week are considered full time associates and are eligible for all Company-provided benefits. Full-time associates are not guaranteed by the Company to be scheduled 24 or more hours each week.

Part Time Associates. Associates working less than 24 hours per week are considered part time associates. Part time associates are not eligible for Company-provided benefits, except those benefits required by federal or state law.

NOTE: The foregoing classifications do not constitute a guarantee that any associate's employment will continue.

5B. INSURANCE

All full time associates are eligible to participate in Hospitality Ventures' Medical Insurance Plan.

Your benefits book will explain in detail these and other insurance benefits that Hospitality Ventures offers.

5C. VACATION AND ILLNESS

C.1 VACATION

Full time associates are eligible for vacation every year on their anniversary date. Vacation is earned annually on an anniversary date to anniversary date basis. Upon separation from the Company, you will be paid any earned and unused vacation pay.

C.2 REQUESTING TIME OFF

To request time off (e.g., vacation, holidays, personal days), a request form must be completed, approved and signed by your supervisor, and returned to a Payroll Representative.

5D. LEAVE OF ABSENCE

It is the policy of Hospitality Ventures to grant a leave of absence to associates, whenever possible, for justifiable reasons such as personal emergencies. All leaves must be requested in writing and approved, in advance whenever possible. At a minimum, the associate's Department Head, Human Resources Representative, and General Manager must approve all leaves. No open-ended leaves are approved.

D.1 FAMILY AND MEDICAL LEAVE

Eligibility Requirements

If you have at least one (1) year of service, have worked at least 1,250 hours during the 12 months immediately prior to the date requested for leave, and are employed at a work-site which employs 50 or more associates within 75 miles of your work-site, you will be eligible for an unpaid leave of absence in the event of:

1. the birth of a child;
2. the placement of a child for adoption or foster care;
3. the care of a parent, spouse or child with a serious health condition; or
4. your own serious health condition.

Requests for FMLA Leave

All requests for a Family or Medical Leave of absence (or extensions) must be submitted on a "Leave of Absence Request" form for final approval. If the need for the leave is foreseeable, you must provide at least 30 days advance notice.

Medical Certification

If your leave is due to your own serious health condition or is to care for a child, spouse, or parent who has a serious health condition, your request must be accompanied by a "Medical Certification" which may be obtained from the personnel's department. Absent extenuating circumstances, failure to provide the "Medical Certification" within 15 days of your request for leave will result in denial of your leave and any time off will be deemed an unexcused absence.

If your leave exceeds 30 days, or you ask for an extension of your leave, you may be required to provide additional medical certification of your inability to work.

The Company may require you to obtain a second or third opinion. If a second or third opinion is requested, the Company will pay the cost of the examination.

Scheduling Of Leave

If the leave is for the care of a child after birth or adoption, you must complete the leave within one (1) year of the birth or adoption.

Intermittent leave or reduced schedule will be granted if it is medically necessary due to your own serious health condition or to care for a spouse, parent or child with a serious health condition. Intermittent or reduced leave for the birth of a child or placement of a child for adoption or foster care may be granted at the Company's discretion. You may be temporarily transferred to an alternative position with equivalent pay and benefits, which better accommodated a reduced or intermittent schedule. In addition, intermittent leave, reduced schedules, or leaves that are foreseeable, must be scheduled in a manner that will minimize disruption to operations.

Maximum Duration of FMLA Leave

Your leave will be counted as part of your entitlement to family and medical leave under the FMLA. You are entitled to a maximum of up to 12 weeks family or medical leave during any 12-month period. Other FMLA leave (i.e. family or medical leave, disability leave, occupational disability leave, or family leave) taken during any 12-month period will be included in computing the maximum amount of leave available. The 12-month period is a "rolling" 12-period measured backward from the date an associate uses any FMLA leave.

Leave for birth or placement of a child for adoption or foster care may be limited to a combined total of 12 workweeks if both spouses are employed by the Company.

State laws affecting family and medical leave will be applied as applicable.

Use of Unpaid Leave

You may utilize any unused vacation during your leave. You may utilize paid sick leave if the leave pertains to your own serious health condition.

Outside Employment

You may not be employed with any employer other than the Company during your leave of absence. Outside employment during your leave will result in immediate termination.

Continuation of Health Insurance

The Company will continue its normal contribution toward your health insurance premium for a maximum of 12 weeks during FMLA leaves taken during any 12-month period. You are required to continue to make your normal premium contribution during the entire leave of absence. Any insurance payments for which you are responsible must be made directly to your hotel by the 15th of each month in which a premium is due.

If you elect not to return to work after the expiration of your leave, you may be required to reimburse the Company for health insurance premiums paid by the Company during your leave.

SECTION 6: **COMPENSATION**

6A. COMPENSATION IS CONFIDENTIAL

Hospitality Ventures' goal is to remain a competitive employer in the hospitality industry and specifically in those locations in which we operate. Wage and salary information is considered personal and confidential. As such, this information must not be discussed or disclosed except on a "need to know" basis with associates whose positions require knowledge of this information.

6B. PAY PERIODS

PAY PERIOD / PAY DAY EXAMPLE							
	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
Week 1							Start of Pay Period
Week 2							
Week 3						End of Pay Period	
Week 4						Pay Day	

- Hospitality Ventures Associates are paid on a biweekly basis.
- The two week pay period begins on a Friday and ends fourteen days later, on the following Thursday.
- Paychecks and direct deposit are distributed on a one-week (seven-day) lag.
- Should a payday fall on a recognized holiday, check/direct deposits will be distributed on the last business day before the holiday. As such, any change in payday will be announced in advance.
- It is not the practice of the Company to offer salary advances.
- Associates whose pay periods are regulated by either state law or a collective bargaining agreement will be paid accordingly.

Other Benefits Cease Accruing

You are not eligible for holiday pay during your leave of absence. In addition, you will not be eligible to accrue vacation or other accrued benefits until you return to work. You will not accrue length of service while you are on leave of absence in excess of 30 days. However, your leave of absence will not be deemed a break in your length of service.

Reinstatement

When you are able to return to work, you should give the Company at least two (2) weeks notice. This is important so that your return to work is properly scheduled.

The Company will reinstate you to your former or equivalent position upon your return from family leave. However, the Company cannot guarantee reinstatement to your former or equivalent position if you are deemed a key associate (i.e. a salaried associate and among the highest paid ten percent of all associates within a 75 mile radius) and reinstatement would cause substantial and grievous economic hardship.

D.2 MILITARY LEAVE

If you enter the military service, you are eligible for an unpaid military leave of absence. Present your supervisor with a copy of your service papers as soon as you receive them.

You will be reinstated upon return in accordance with applicable law. Associates on military leave are not entitled to holiday pay or insurance benefits.

5E. OTHER VOLUNTARY BENEFITS

In addition to our insurance plans and time-off programs, Hospitality Ventures may offer an array of other competitive and valuable benefits including:

- Voluntary Life Insurance
- Voluntary Accidental Death and Dismemberment
- Short Term Disability
- Hospitality Ventures Benefit Card

Further explanations of these benefits are found in Hospitality Ventures' Benefits Guidebook.

6C. PAYROLL DEDUCTIONS

Each pay day, the Company is required to withhold federal income taxes based upon the associate's earnings for the current pay period and their designated exemptions. Filing status and exemption status may be changed by obtaining a W4 (Federal) and G4 (State) form from the Human Resource department. The form should be completed and forwarded to the payroll department.

The Company is also required to deduct state, county, and city income tax in areas where such a tax is mandatory. The area is based upon the associate's zip code. Therefore, it is very important that the payroll department has the correct address of the associate including zip code. The Company is also obligated to take deductions from your pay for Social Security and Medicare. The deduction together with a matching sum paid by the Company is forwarded to the federal government to meet the cost of social welfare programs.

The Company is also required to deduct any court ordered deductions such as garnishments, tax levies, and child support payments. These deductions will be based upon the court order.

Voluntary deductions for other benefits begin when the election of the benefit takes effect. If for some reason the associate does not work a particular pay period, the benefit will go into arrears, and the amount in arrears will be deducted the next time that the associate works and receives pay. If an associate is going on leave of absence, the associate needs to coordinate with both the HR Department and Payroll concerning benefits. Any change in benefits must be coordinated through the HR Department. The HR Department will communicate changes in benefits to the Payroll Department.

6D. TIP REPORTING

Federal law requires the Company to notify the Internal Revenue Service when tipped associates have not reported tips equal to at least eight percent (8%) of their gross receipts. If associates collectively in any given restaurant or lounge do not report at least eight percent (8%) of sales as tips, the law requires the employer to allocate the difference between the eight percent and the actual tips reported by the associates in the restaurant or lounge. The amount will also be reported as allocated tip income to the Internal Revenue Service and to directly tipped associates on their W-2 forms.

To avoid having tips allocated directly, you should accurately report all tips through the time clock system.

This requirement does not apply to associates whose only gratuity is distributed as a portion of a function service charge.

6E. OVERTIME

Hospitality Ventures pays "Non-Exempt" associates at the rate of time and one-half of their regular rate for all hours worked in excess of forty (40) hours during the regularly scheduled workweek.

"Non-Exempt" associates are those who work in job classifications which are paid hourly and which are not supervisory, administrative, or sales oriented. The workweek is established as seven (7) consecutive periods of twenty-four (24) hours each. The normal workweek begins at 12:01 a.m. on Friday and ends at 12:00 midnight the following Thursday. Only hours actually worked will be included in determining overtime eligibility. The Company complies with state laws that regulate the payment of overtime.

It is Company policy that the performance of unauthorized overtime will subject the associate to disciplinary action. Therefore, if you have not been scheduled by your supervisor to work an extended shift, you must punch out at the conclusion of your regularly scheduled shift or receive approval of your supervisor or the manager on duty to incur overtime.

6F. TIME RECORDS

Our Company uses an automated time card system to assist our accounting department in keeping an accurate record of your time. Your wages are calculated based on the times recorded by this system, so accuracy is important. If there is some problem with your time card, contact your supervisor. You are responsible for clocking yourself in and should clock-in only yourself (no associate may clock-in or out for any other associate). You must not clock in earlier than 5 minutes before the start of your scheduled shift or clock out more than 5 minutes after your scheduled shift unless authorized by your supervisor. You must clock in and out for meal breaks.

10I. GIFTS AND GRATUITIES

Associates are prohibited from accepting or soliciting any benefit, gift, or gratuity from a vendor, guests, or customer. This prohibition in no way prevents accepting gratuities from customers and guests for services provided by associates in classifications normally described as tipped positions.

10J. INFORMATION SECURITY

We expect you to be proud of your Company and talk about it with your family, friends, and business contacts. However, do not discuss any information concerning the Company that has not been released to the public. We are in a very competitive industry, and the Company has many creative and innovative firsts to its credit. We are also in a position to have publicly acclaimed individuals as guests at our properties whose presence may or may not have been announced. Respect the confidentiality of our business by not discussing any matter not released for public consumption.

10K. COMPANY DRIVERS AND VEHICLES

Only those associates authorized by Hospitality Ventures are permitted to operate Company vehicles.

1. Under no circumstances is an authorized driver, or any other associate, ever allowed to operate a Company vehicle while under the influence of drugs or alcohol.
2. Associates, including authorized drivers, are not permitted to drive the automobiles of guests, except at those properties that offer valet parking.
3. All associates, prior to and during their tenure as authorized drivers, are subject to satisfactory verification of their motor vehicle records.
4. Any associate operating a Company-owned vehicle is required to wear a seat belt.

10L. MEAL PERIODS

A thirty (30) minute, unpaid meal period is permitted each hourly-rated associate and will be scheduled approximately midway through your shift.

Meal periods may not be at the same time for all departments and may vary depending on workloads. It is, therefore, necessary to check departmental scheduling to determine your appropriate meal period.

10M. STAFF DINING ROOM

When possible, a staff dining room will be provided for associates. Socializing is encouraged during lunch and breaks; however, voices must be kept at a level as not to disrupt other associates or guests. The dining room is maintained for associates and must be kept clean at all times. Food and beverage items are not permitted outside the cafeteria. Exceptions, for medical and other legitimate reason, will be discretionary.

10N. POSTING SCHEDULES

Your work schedule will be posted by your supervisor in a designated area. Our schedules may be hectic at times, but they are made to fit the pattern of business. You are expected to be at your workstation at the start of your regular shift. Since schedules may change, it is your responsibility to check your schedule daily.

10O. SHIFT SCHEDULES

Our hotels operate twenty-four hours a day, seven days per week, which requires certain job positions to be scheduled on a shift basis. Due to the nature of the hospitality industry, your shift or the total number of hours worked each week may fluctuate dependent on business needs. Generally, shift schedules are posted in advance, and it is the associate's responsibility to be aware of their next scheduled shift. Schedule changes require supervisor approval. This includes exchanging shifts or off-days with fellow associates.

SECTION 11: **ENVIRONMENT, HEALTH & SAFETY**

11A. WORK AREAS

You must stay in your work area as defined by your supervisor. Do not enter other areas of the property unless your position calls for such action, or as instructed by your supervisor. Work areas are to be kept clear of unnecessary materials or personal items.

Radios and tape players are permitted only with permission from your Department head and must always be kept at a volume that cannot be heard outside the space in which the device is located. For safety reasons, headphones are prohibited.

11B. ENERGY CONSUMPTION

- Turn off lights in unused rooms.
- Close all doors when walking in or out of the building.
- Report all water leak and drips.
- Check all faucets to ensure that they are shut off before leaving a guestroom.

11C. SANITATION

- It is extremely important that the cleanliness of all areas of the hotel be maintained constantly and in compliance with federal, state, county, city, and hotel health and sanitation regulations.
- All food and beverage food handlers must have appropriate food handler certifications as called for above.
- Associates must wash hands before returning to work from using the restroom.
- Associates must be conscious about removing litter from work areas and public areas of the hotel.
- Associates should be conscious about cross contamination between different meats and cooked and uncooked food.

11D. SAFETY

Associates are expected to put safety first in the performance of duties, for the sake of all associates and guests.

To help enhance the safety efforts at the hotel, you may be asked to volunteer to be a part of the property's safety committee. The mission of the safety committee is to supplement the Company and property specific safety programs by making suggestions for improved safeguards and procedures. You may also be asked to help analyze problem areas at the hotel and provide input into what suggestions would work best.

Please note the following guidelines:

- Be aware of your surroundings. Keep in mind that although many portions of the hotel appear similar to residential surroundings, the hazards are different. Lack of attention to the surroundings could result in an injury to you, a fellow associate, or a guest.
- Report any accidents to your supervisor no matter how slight it seems.
- Clean up spills immediately. At a minimum, place a wet floor sign and station yourself at the spill until assistance arrives. Report frayed carpets, ice, or water conditions.
- Learn and follow your location's emergency instructions for fires, weather emergencies, or other situations. The guests are going to look to you for instructions and guidance on what to do. It is important to remain calm and not to panic.
- Report unsafe or potentially unsafe conditions to your supervisor.
- If a guest is injured or ill contact your supervisor for assistance at once.
- Learn and practice safe lifting practices. Learn the "safety strike zone" and the location of mechanical lifting aids for your location. Never attempt to lift an object that you do not feel you can lift properly.
- Keep walkways free of debris and items blocking the aisle-way.
- Horseplay and running are not permitted on hotel property.
- Wear the appropriate safety equipment at all times. If you need safety equipment, see your supervisor.
- Do not operate equipment that you have not been trained to operate. Do not attempt to repair equipment unless you are authorized to do so by the Chief Engineer. If a piece of equipment is locked out, do not remove the lock and tag or attempt to use the equipment.
- No smoking, except in approved areas.
- Report equipment or counter tops with exposed sharp edges.
- Report and exposed, frayed, melted or damaged wiring.
- Do not bring unauthorized visitors or children into the building.
- Review Material Safety Data Sheets on chemicals before using them.

- Use step stools and ladders when objects are out of your reach. Do not use buckets, shelves, or other similar means.
- Do not pick up broken glass with your hands. Use a brush or broom.
- Do not use your hands to push trash down into a trash container.
- Wear cut resistant gloves when cleaning slicing tools and equipment. Take particular care when wearing rings of any kind, as they may be hazardous in the performance of some job duties. Long chains or pendants should not be worn as they present a safety hazard.
- Follow proper procedures for dealing with blood and contaminated fluids.

11E. FIRE SAFETY AND PREVENTION

A hotel fire is one of the most serious potential emergencies that a hotel can face. The best way to deal with this is to prevent the fire from occurring. The following are some of the means to enhance the fire prevention at the hotel:

Obey all "No-Smoking" signs. Smoke only in designated areas.

Keep work areas clean. The work area should be free of oily rags, paper, and other combustible materials.

Know your role and follow your location's emergency instructions when an emergency occurs. Participate in drills conducted at your property.

Know the location of the property's fire-fighting equipment. You are not expected to use any equipment except a fire extinguisher and should only use one if you have been trained to use it, have already sounded the alarm, and are certain the extinguisher will put out the fire.

Note where your property's emergency instructions are located. If you are a room attendant, the instructions should be posted on your cart. Other departments should have their instructions posted.

E.1 WHAT TO DO IN THE EVENT OF A FIRE

- If you see or suspect a fire, sound the alarm immediately. Call the front desk with the details of the emergency.
- If you must evacuate, go to your assigned meeting point and inform your supervisor that you are outside and safe.
- Do not enter a smoke filled area. Do not let a fire get between you and the only means of escape.
- Remain calm. The guests expect this from you and you will help them calm by staying so yourself.
- Do not use the elevators in case of a fire.
- Learn your department's specific instructions for this and other emergencies.

11F. TRAINING

The Company believes in the importance of ensuring that each associate has the skills necessary to competently perform his or her assigned responsibilities. Your supervisor is the best source to lead you through a departmental orientation program. In addition, you may invited to attend departmental / Company meetings and training sessions, and are encouraged to pursue self-enrichment training where each associate has the opportunity to participate.

11G. COMMUNICATIONS

G.1 KEEPING INFORMED

We want you to know what is going on in the world of the Company. Remember that facts are a much better source of information than rumors or gossip. You may be asked to attend mandatory associate meetings, with pay for this purpose. Memos and bulletins will be posted with announcements of importance to you. In addition, there are official channels of communication, and you are always free to ask questions or pass on suggestions to your Department Head or General Manager.

G.2 DEPARTMENT MEETINGS

Department meetings may be held to give you an opportunity to express your opinion about what is going on in your area and to make known problems or complaints you might have. These meetings are in no way intended to circumvent the complaint resolution procedures explained elsewhere in this Handbook.

Additionally, meetings may be held to keep you informed of various events going on in the Company and to keep you current on new associate benefits and practices.

G.3 BULLETIN BOARDS

Announcement of upcoming hotel events, benefits, information and/or general news may be found on the bulletin boards located in associate areas. Make it a daily habit to read the bulletin board in order to keep on top of things. Permission to post any materials must be obtained in advance by your General Manager.

SECTION 12: **PLEDGES**

12A. HOSPITALITY VENTURES' PLEDGE TO ITS ASSOCIATES

- We realize the importance of our associates and the responsibility they each hold in their hands. We will make each associate aware of his or her importance, and they will feel valued.
- We will provide a quality product and a caring environment in which our associates enjoy working every day.
- We will centralize our policies and support while giving the hotels the freedom to execute guest service and day to day decision making.
- We will reward our associates in a timely manner and provide compensation systems linked to how we measure our success.
- We will provide our associates with the tools and recourses necessary to do their job successfully and make them experts in their field.
- We will provide a work environment that is supportive, exhibits mutual respect and one that is free of any type of harassment.

12B. MY PLEDGE TO HOSPITALITY VENTURES

- I realize that I play a major role in the success of Hospitality Ventures. Through my efforts in Guest Service and striving towards Operational Excellence, I will help Hospitality Ventures become the premier leader in the hospitality industry.
- I want to be the best I can be. I want to receive the training I need in order to develop the skills necessary to provide the highest level of service possible. I will learn the skills I need and I will become an expert in my field.
- I will do whatever it takes to make a guest happy. I am empowered to provide 100% Guest Satisfaction.
- I will live Hospitality Ventures' Six Principles every day. In addition, I will make every effort to deliver on the Six Guest Expectations. Every action I take, every decision I make, every conversation I have will reflect these principles and the cultures of Hospitality Ventures.
- I understand that other care about me and want me to succeed. Just as important, I care about myself and want to be the best that I can be. I make this pledge because I want to be a part of the success of Hospitality Ventures.

SECTION 13:

ASSOCIATE HANDBOOK ACKNOWLEDGEMENT FORM

I have received a copy of Hospitality Ventures' Associate Handbook. I agree to fully and completely read and abide by the rules of conduct and other personnel policies set forth in the Associate Handbook which includes, but is not limited to, the following Hospitality Ventures policies:

- Policy Against Harassment, including Sexual Harassment
- Policy Against Retaliation
- Software Policy
- Internet Policy
- E-mail Policy

I understand that Hospitality Ventures' Associate Handbook is presented as a guide for associates, supervisors and management, and contains descriptions and explanation of rules, procedures and benefits available to associates at the time of my employment. Except as otherwise expressly stated, such rules, procedures and benefits may be changed, amended, or modified by Hospitality Ventures at any time. I understand that nothing in this Associate Handbook or the Acknowledgment form shall be construed to create a contractual obligation, express or implied, on the part of Hospitality Ventures pertaining to any portion of this Handbook or any aspect of any employment.

I further understand that as a matter of Hospitality Ventures policy, every aspect of my employment relationship with Hospitality Ventures is on an at-will basis, meaning that I or Hospitality Ventures may terminate my employment at any time, for any reason, with or without cause. As part of this at-will policy, I understand that Hospitality Ventures expressly reserves its inherent authority to manage and control the business enterprise and to exercise its sole discretion to determine all issues pertaining to promotion, job assignment, demotion, transfer and discipline.

I understand that nothing contained in Hospitality Ventures' Associate Handbook or this Acknowledgment Form shall be construed to modify, change or vary the at-will nature of my employment relationship with Hospitality Ventures or create any contract pertaining to my employment, including employment for a specified period of time. Further, I understand and agree that no one other than the Chief Executive Officer, Hospitality Ventures, may modify or change the at-will nature of my employment relationship. Any such modifications must be in writing and signed by the Chief Executive Officer, Hospitality Ventures, and me to be effective.

Associate Name (Please Print)

Associate Signature

Date

HR Designee Name (Please Print)

HR Designee Signature

Date

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Heather Watts

Associate Name (Please Print)

[Signature] 6/04

Associate Signature

Date

Jeanne Antonello

HR Designee Name (Please Print)

[Signature]

HR Designee Signature

Date

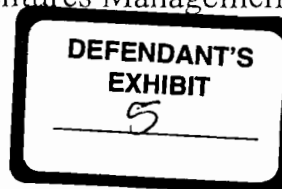


HOSPITALITY VENTURES MANAGEMENT, INC.

ASSOCIATE HANDBOOK FOR HOTEL PERSONNEL

Updated June 2002

This handbook supersedes
all previous associate handbooks
distributed by Hospitality Ventures Management, Inc.



MV 00083

SECTION 1: **INTRODUCTION**

This Associate Handbook has been designed as a guide for new and existing Hotel Associates.

Each associate will receive a copy of the Associate Handbook. You will be asked to sign the enclosed Associate Acknowledgement Form indicating that you have read and understand its contents.

While you are expected to comply with its contents, all information you need during the course of your employment may not be contained in this handbook. It is not a legal document nor is it inclusive of all the rules, regulations, procedures, or policies that apply to associated of Hospitality Ventures Management, Inc.

From time to time, policies, procedures, and/or practices may be altered to meet the needs of the Company, its collective or individual associates, and/or to comply with legal requirements.

As well, this information is subject to changes, which supersede, modify, or eliminate the policies in this Handbook. While we will strive to announce changes, this may not always be feasible. Consequently, some changes may be made without notice. Hospitality Ventures (hereafter referred to as "Hospitality Ventures Management, Inc.," "Hospitality Ventures", or "The Company") reserves the right to interpret, alter, suspend, or terminate this guideline in its entirety or any portion thereof at any time.

Many of Hospitality Ventures' voluntary benefits outlined in this handbook are mere summaries of the actual benefits provided to associates. Details about these benefits are provided in Hospitality Venture's Benefits Guide and other documents available to you.

Regarding any associates who are currently covered under a Collective Bargaining Agreement, the Agreement will prevail in any instances of significant difference between this Handbook and the Agreement.

Additionally, you should be aware that because Hospitality Ventures has properties in many states, the laws of the state in which you work will apply to your employment. Hospitality Ventures may present associates with a supplemental associate handbook or other materials that will apply to the laws of the state in which you work.

Your employment with Hospitality Ventures is at-will. As such, this Handbook is not intended to create an expressed or implied contract of employment or other legally enforceable promise between you and the Company, and you may not rely upon it as such.

In spite of any statement contained in the Handbook or any other document or statement issued by Hospitality Ventures Management, Inc. or any of its representatives, you have the right to end your employment with the Company at any time and the Company reserves a similar right. Nothing stated in this Handbook shall be construed as impairing or altering such rights of you or the Company in any way.

HOSPITALITY VENTURES MANAGEMENT, INC.

To: Hospitality Ventures Associates

From: Robert Cole

Subject: Welcome

It is my sincere pleasure to welcome you to the Hospitality Ventures team. You have joined Hospitality Ventures at a time of unprecedented change and great opportunity in the hospitality industry.

Hospitality Ventures is driven by the need to find the perfect balance between quality, associate satisfaction, guest satisfaction, and business success. Hospitality Ventures' management team believes emphatically in the correlation among the four.

Our management strategy is driven by the relentless pursuit of Operational Excellence with an emphasis on innovation and continuous improvement, which ultimately leads to exceeding our stakeholders' expectations. Without an intense drive to be the best in the industry, Hospitality Ventures would simply reach status quo. We do not intend to fall short of our goals.

I know you possess the drive and capabilities to play a significant role in Hospitality Ventures' growth and vision. I wish you every success in your career with Hospitality Ventures. Welcome aboard!

Sincerely,

Robert Cole
Chief Executive Officer

SECTION 2: **COMPANY OVERVIEW**

2A. HOSPITALITY VENTURES' HISTORY

2B. MISSION STATEMENT

Our Mission is to exceed the defined expectations of our associates, our guests, and our shareowners, without compromising the balance of satisfaction between them. We will value the importance of each of these three stakeholders and recognize that their satisfaction is directly correlated.

2C. VISION STATEMENT

Guided by our principles, our vision is to become the premier owner and operator of hotels and a recognized leader in the entire hospitality industry.

2D. GUIDING PRINCIPLES

- Deliver Heroic Service
- Keep All Promises
- Build Strong Relationships
- Work With Passion
- Keep It Fun
- Continuously Improve

2E. TEN STANDARDS OF SERVICE

While we all know our core business is to serve our guests, the following Ten Standards of Service are just some examples of what is expected of each Hospitality Ventures Associate.

1. Each associate will know the Hospitality Vision Statement and understand the importance of always aligning his or her individual and departmental activities to it.
2. Each associate will know the Guest Satisfaction Guarantee. An associate who receives a complaint is empowered to resolve the complaint and to follow up within 30 minutes to ensure the problem has been resolved to the guest's satisfaction.
3. Each associate will participate in a line-up prior to starting his or her shift.
4. Guests will be acknowledged and given a pleasant greeting when met by an associate. Always maintain positive eye contact and use proper vocabulary.
5. Guests' requests will be fulfilled or responded to within 15 minutes.
6. Telephones are to be answered within three rings using the proper greeting, department name, and associate name.
7. Each associate will wear the proper uniform, including nametag, and Hospitality Ventures Values Card.
8. Associates will be knowledgeable of all hotel services and hours of operation in order to answer guest inquiries. Always recommend the hotel's food and beverage and retail outlets prior to outside facilities.
9. Associates will practice teamwork, know their department's service standards, and be certified in their positions within 30 days of employment.
10. Associates will know procedures for emergency situations and will notify supervisors immediately of hazardous situations. Protection of the assets of Hospitality Ventures is the responsibility of every associate.

SECTION 3: **EMPLOYMENT**

3A. EQUAL EMPLOYMENT, ACCOMMODATION, AND DIVERSITY

A.1 EQUAL EMPLOYMENT OPPORTUNITY

Hospitality Ventures is committed to the practice of equal employment opportunity. Its associates and applicants for employment will not be subjected to unlawful discrimination in regard to the terms or conditions of employment on the basis of race, color, religion, gender, national origin, sexual orientation, age, disability, marital status, veterans status or any status protected by applicable law.

Terms and conditions shall include, but are not limited to, recruitment, selection, promotion, educational support, transfer, social and recreational programs, compensation, benefits, training and development, discipline, and termination.

A.2 DISABILITY ACCOMMODATION

It is the intent of Hospitality Ventures to comply with the Americans with Disabilities Act (ADA). The Company will not discriminate against any qualified associate or job applicant with respect to any terms, privileges, or conditions of employment because of a physical or mental disability. The Company will also reasonably accommodate all associates or applicants with disabilities who are otherwise qualified to safely perform the essential duties of the job unless any such accommodations would impose an undue hardship on the Company.

Applicants and associates are assured that all information regarding a disability shall be kept confidential except that:

Supervisors and managers may be informed regarding restrictions on work or duties of disabled associates and any accommodations that have been made.

If the condition requires emergency treatment, first aid and safety personnel may be informed.

Government officials investigating compliance with federal laws may be informed.

All associates with responsibilities that may require knowledge of disabilities will be advised that they are to treat the knowledge with confidentiality.

A.3 RELIGIOUS ACCOMMODATION

Hospitality Ventures recognizes that certain associates' religious practices, beliefs, and observations may require special consideration. Therefore, it is the policy of Hospitality Ventures to offer reasonable accommodation of applicants' and associates' religious practices, beliefs and observations in accordance with applicable federal, state, and local laws.

A.4 DIVERSITY

Hospitality Ventures is committed to identifying, selecting, and promoting the best individuals from within our changing workforce. Hospitality Ventures strives to distinguish itself as a hotel company with an unmatched appreciation for the diversity of gender, race, heritage, religion, age, and other characteristics, which make up its guests, associates, shareholders, and business partners.

Hospitality Ventures is committed to ensure that it conducts business in a way that values and reflects the diversity of men and women who work in and patronize its properties.

3B. HIRING AND RECRUITMENT

B.1 EMPLOYMENT AT WILL

Your employment with Hospitality Ventures is considered “at-will”. “At-will-employment” gives the employer or the associate (employee) the right to end the relationship at any time. There is no guarantee of employment for any specific period of time and employment can be terminated for any or no reason, with or without cause, and with or without notice. Associates also have the right under the employment-at-will rule to resign their employment at any time.

B.2 VERIFICATION OF EMPLOYMENT ELIGIBILITY

U.S. PROPERTIES ONLY

In accordance with the Immigration Reform and Control Act of 1986, it is Hospitality Ventures’ practice to hire only those individuals who are authorized to work in the United States. Pursuant to this law, all individuals who are offered employment will be required to submit documentary proof of identity and employment authorization. Associates will also be required to complete and sign Immigration and Naturalization Service (Form I-9).

If you are authorized to work in the United States for a limited period of time, before the expiration of that period you will be required to submit proof of your employment authorization and sign another Form I-9 in order to remain employed by the Company.

3C. PERSONNEL RECORDS

Accurate personnel records are required for the benefit of both the associate and the Company. It is the associate’s responsibility to keep Hospitality Ventures informed of current address, telephone number, insurance beneficiaries, name changes, number of dependents and individuals to notify in case of emergency. For example, Hospitality Ventures may rely on the associate’s address for communications by mail, the telephone number in case of an emergency, and changes in marital status for tax withholding and Hospitality Ventures benefits.

3D. PROMOTIONS, LATERAL MOVES, TRANSFERS

Hospitality Ventures strives to fill open and newly created positions from within the Company through associate promotions, transfers, and lateral moves. We encourage our associates to apply or “post” for positions and welcome the opportunity to evaluate their qualifications as internal candidates for these positions.

D.1 JOB POSTINGS

Hospitality Ventures will make information regarding Company-wide job opportunities available to associates. Please note that Hospitality Ventures reserves the right to fill positions from outside the Company when we believe such action is appropriate. We reserve the right not to post executive level positions.

D.2 ELIGIBILITY / INTERNAL APPLICATIONS

Associates, who have been employed for at least 90 days and are interested in applying (posting) for positions, should contact their Human Resources Representative(s). Internal applications require pre-approval by your current Department Head.

To be considered for an open position, you must meet the minimum requirements of the position with or without reasonable accommodation. Your present performance, past performance ratings, specialized background, and skill are considered when evaluating your candidacy for the position. However, we must consider all applicants, and we will choose the person we determine to be best suited for the position.

If you apply for a position and are not chosen, we encourage you to continue applying when appropriate opportunities occur. A different Internal Transfer Application should be submitted for each separate position for which you wish to apply.

3E. ASSOCIATE CLASSIFICATION, ORIENTATION AND INTRODUCTORY PERIOD

E.1 CLASSIFICATION OF ASSOCIATES

1(a) Full Time Associates

Full time associates are employed to work on a regular basis for at least 24 hours per week. They are eligible for all benefits available through work at Hospitality Ventures, so long as they meet the applicable requirements, such as length of service.

1(b) Part Time Associates

Part time associates are employed to work on a regular basis for fewer than 24 hours per week. Part time associates working less than 24 hours per week are not entitled to Company benefits.

1(c) Temporary Associates

Temporary Associates are hired with the understanding that their employment will not continue beyond a stated date or beyond completion of a specified project or projects.

**All associates of Hospitality Ventures, whether full time,
part time or temporary, are employed at-will.**

E.2 ORIENTATION PERIOD

The first 90 days of employment is known as the orientation period. This period is established to benefit both the associate and the Company. It is a period of adjustment and adaptation, both personally and in terms of learning the job requirements and work rules. If during this period you are unable to adapt successfully to the requirements of the position, the department, or the Company, your employment may be terminated immediately. Your supervisor may offer advice and counseling when a problem becomes apparent, however, your supervisor is not required to do so. You may be given advance notice, but that also is not required.

If you decide at any time during this orientation period that you would be happier employed elsewhere, you are free to resign at any time, just as the Company is free to end your employment at any time.

The completion of the orientation period is not cause for automatic wage increase, transfer, promotion, job reclassification, or continued employment, and it does not affect the right of you or the Company to end employment at any time for any reason.

E.3 PERFORMANCE AND EVALUATION

After you have completed your introductory period, we will communicate our evaluation of your performance through a performance review. At this review, you will be given the opportunity to express your personal views concerning training, orientation, and assignment as well as ask any questions you might have. Your supervisor will detail any performance improvements required and explain what he or she and you may expect in the future.

The introductory review is intended to document your progress over a relatively short period and generally will not result in a wage increase.

Your performance will be scheduled for review annually based on date of hire, most recent promotion, or change of job title. However, you may request a performance evaluation at any point during your employment.

A place for your comments and signature is located on the Performance Review Form. All performance evaluations will become an addition to your permanent personnel file.

3F. ATTENDANCE RESPONSIBILITIES

F.1 ATTENDANCE AND PUNCTUALITY

We are all expected to report for work on time. A good attendance record is extremely important to the Company and is obviously a requirement for continued employment. Our service is seriously affected if you or your fellow associates are absent or late. Additionally, a good attendance record is a valuable asset to you because it is one of the factors considered in the selection of associates for recognition, development reports affecting pay, transfers, and promotion. If you are going to be late, you must contact your supervisor, or if unavailable, the manager on duty, at least one hour before your shift. If you are going to be absent from a scheduled shift, you must contact your supervisor, or if unavailable, the manager on duty, two hours before the beginning of the shift.

You must recognize that we do not staff to cover for absences, and any absence negatively affects team and hotel performance. The Company generally reviews attendance on a rolling six-month period.

Absenteeism or tardiness that is not excused or excessive in the judgement of the Company is grounds for disciplinary action up to and including termination. Any associate failing to show for work or call in for three consecutive days will be removed from the payroll as a voluntary termination.

F.2 UNEXCUSED ABSENCE

Examples of an unexcused absence include:

1. A tardiness of two hours or more;
2. A one-shift absence or partial-shift absence (e.g. leaving early);
3. Personal illness or injury, which includes doctor's appointments (subject to Hospitality Ventures' Leave of Absence procedures discussed in this handbook);
4. Illness, injury, or personal obligation within your family (subject to Hospitality Ventures' Leave of Absence procedures discussed in this handbook);
5. Transportation problems;
6. Other personal obligations of a compelling nature requiring you to be absent;
7. Unreported absences (no reporting/no call-in);
8. Any other occasion when an associate is not at work when required

F.3 EXCUSED ABSENCE

Examples of an excused absence include:

1. Jury duty or witness subpoena from a court (must notify supervisor in advance);
2. Vacation (scheduled and approved);
3. Military service (must notify in advance);
4. Death in immediate family (must notify as soon as possible);
5. Approved training;
6. Any approved Family and Medical Leave absence.

SECTION 4: **BENEFITS REQUIRED BY LAW**

4A. UNEMPLOYMENT COMPENSATION

Hospitality Ventures pays 100% of the State and Federal Unemployment Insurance premiums for each associate. This benefit is designed to pay unemployment compensation to associates who lose their job for reasons other than misconduct or voluntary resignation.

4B. SOCIAL SECURITY

For each associate, Hospitality Ventures pay matching funds to the Social Security Administration under the Federal Insurance Contributions Act (FICA).

4C. WORKERS COMPENSATION

Workers Compensation is provided, and the cost is paid by the Company for all its' associates. In the event of an on-the-job injury or illness, even though you might consider it insignificant, it must be immediately reported to your Department Head or the Personnel Representative. Only in this way can necessary medical attention be obtained. We are also required by federal law to maintain accurate records of all work-related injuries and illnesses. Therefore, your prompt reporting of any incident is critical to both you and the Company.

SECTION 5: **VOLUNTARY BENEFITS, ASSOCIATE BENEFITS**

GENERAL

5A. BENEFITS ELIGIBILITY

For benefit purposes:

Full Time Associates. Associates regularly scheduled to work 24 or more hours per week are considered full time associates and are eligible for all Company-provided benefits. Full-time associates are not guaranteed by the Company to be scheduled 24 or more hours each week.

Part Time Associates. Associates working less than 24 hours per week are considered part time associates. Part time associates are not eligible for Company-provided benefits, except those benefits required by federal or state law.

NOTE: The foregoing classifications do not constitute a guarantee that any associate's employment will continue.

5B. INSURANCE

All full time associates are eligible to participate in Hospitality Ventures' Medical Insurance Plan.

Your benefits book will explain in detail these and other insurance benefits that Hospitality Ventures offers.

5C. VACATION AND ILLNESS

C.1 VACATION

Full time associates are eligible for vacation every year on their anniversary date. Vacation is earned annually on an anniversary date to anniversary date basis. Upon separation from the Company, you will be paid any earned and unused vacation pay.

C.2 REQUESTING TIME OFF

To request time off (e.g., vacation, holidays, personal days), a request form must be completed, approved and signed by your supervisor, and returned to a Payroll Representative.

5D. LEAVE OF ABSENCE

It is the policy of Hospitality Ventures to grant a leave of absence to associates, whenever possible, for justifiable reasons such as personal emergencies. All leaves must be requested in writing and approved, in advance whenever possible. At a minimum, the associate's Department Head, Human Resources Representative, and General Manager must approve all leaves. No open-ended leaves are approved.

D.1 FAMILY AND MEDICAL LEAVE

Eligibility Requirements

If you have at least one (1) year of service, have worked at least 1,250 hours during the 12 months immediately prior to the date requested for leave, and are employed at a work-site which employs 50 or more associates within 75 miles of your work-site, you will be eligible for an unpaid leave of absence in the event of:

1. the birth of a child;
2. the placement of a child for adoption or foster care;
3. the care of a parent, spouse or child with a serious health condition; or
4. your own serious health condition.

Requests for FMLA Leave

All requests for a Family or Medical Leave of absence (or extensions) must be submitted on a "Leave of Absence Request" form for final approval. If the need for the leave is foreseeable, you must provide at least 30 days advance notice.

Medical Certification

If your leave is due to your own serious health condition or is to care for a child, spouse, or parent who has a serious health condition, your request must be accompanied by a "Medical Certification" which may be obtained from the personnel's department. Absent extenuating circumstances, failure to provide the "Medical Certification" within 15 days of your request for leave will result in denial of your leave and any time off will be deemed an unexcused absence.

If your leave exceeds 30 days, or you ask for an extension of your leave, you may be required to provide additional medical certification of your inability to work.

The Company may require you to obtain a second or third opinion. If a second or third opinion is requested, the Company will pay the cost of the examination.

Scheduling Of Leave

If the leave is for the care of a child after birth or adoption, you must complete the leave within one (1) year of the birth or adoption.

Intermittent leave or reduced schedule will be granted if it is medically necessary due to your own serious health condition or to care for a spouse, parent or child with a serious health condition. Intermittent or reduced leave for the birth of a child or placement of a child for adoption or foster care may be granted at the Company's discretion. You may be temporarily transferred to an alternative position with equivalent pay and benefits, which better accommodated a reduced or intermittent schedule. In addition, intermittent leave, reduced schedules, or leaves that are foreseeable, must be scheduled in a manner that will minimize disruption to operations.

Maximum Duration of FMLA Leave

Your leave will be counted as part of your entitlement to family and medical leave under the FMLA. You are entitled to a maximum of up to 12 weeks family or medical leave during any 12-month period. Other FMLA leave (i.e. family or medical leave, disability leave, occupational disability leave, or family leave) taken during any 12-month period will be included in computing the maximum amount of leave available. The 12-month period is a "rolling" 12-period measured backward from the date an associate uses any FMLA leave.

Leave for birth or placement of a child for adoption or foster care may be limited to a combined total of 12 workweeks if both spouses are employed by the Company.

State laws affecting family and medical leave will be applied as applicable.

Use of Unpaid Leave

You may utilize any unused vacation during your leave. You may utilize paid sick leave if the leave pertains to your own serious health condition.

Outside Employment

You may not be employed with any employer other than the Company during your leave of absence. Outside employment during your leave will result in immediate termination.

Continuation of Health Insurance

The Company will continue its normal contribution toward your health insurance premium for a maximum of 12 weeks during FMLA leaves taken during any 12-month period. You are required to continue to make your normal premium contribution during the entire leave of absence. Any insurance payments for which you are responsible must be made directly to your hotel by the 15th of each month in which a premium is due.

If you elect not to return to work after the expiration of your leave, you may be required to reimburse the Company for health insurance premiums paid by the Company during your leave.

Other Benefits Cease Accruing

You are not eligible for holiday pay during your leave of absence. In addition, you will not be eligible to accrue vacation or other accrued benefits until you return to work. You will not accrue length of service while you are on leave of absence in excess of 30 days. However, your leave of absence will not be deemed a break in your length of service.

Reinstatement

When you are able to return to work, you should give the Company at least two (2) weeks notice. This is important so that your return to work is properly scheduled.

The Company will reinstate you to your former or equivalent position upon your return from family leave. However, the Company cannot guarantee reinstatement to your former or equivalent position if you are deemed a key associate (i.e. a salaried associate and among the highest paid ten percent of all associates within a 75 mile radius) and reinstatement would cause substantial and grievous economic hardship.

D.2 MILITARY LEAVE

If you enter the military service, you are eligible for an unpaid military leave of absence. Present your supervisor with a copy of your service papers as soon as you receive them.

You will be reinstated upon return in accordance with applicable law. Associates on military leave are not entitled to holiday pay or insurance benefits.

5E. OTHER VOLUNTARY BENEFITS

In addition to our insurance plans and time-off programs, Hospitality Ventures may offer an array of other competitive and valuable benefits including:

- Voluntary Life Insurance
- Voluntary Accidental Death and Dismemberment
- Short Term Disability
- Hospitality Ventures Benefit Card

Further explanations of these benefits are found in Hospitality Ventures' Benefits Guidebook.

SECTION 6: **COMPENSATION****6A. COMPENSATION IS CONFIDENTIAL**

Hospitality Ventures' goal is to remain a competitive employer in the hospitality industry and specifically in those locations in which we operate. Wage and salary information is considered personal and confidential. As such, this information must not be discussed or disclosed except on a "need to know" basis with associates whose positions require knowledge of this information.

6B. PAY PERIODS

PAY PERIOD / PAY DAY EXAMPLE							
	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
Week 1							Start of Pay Period
Week 2							
Week 3						End of Pay Period	
Week 4						Pay Day	

- Hospitality Ventures Associates are paid on a biweekly basis.
- The two week pay period begins on a Friday and ends fourteen days later, on the following Thursday.
- Paychecks and direct deposit are distributed on a one-week (seven-day) lag.
- Should a payday fall on a recognized holiday, check/direct deposits will be distributed on the last business day before the holiday. As such, any change in payday will be announced in advance.
- It is not the practice of the Company to offer salary advances.
- Associates whose pay periods are regulated by either state law or a collective bargaining agreement will be paid accordingly.

6C. PAYROLL DEDUCTIONS

Each pay day, the Company is required to withhold federal income taxes based upon the associate's earnings for the current pay period and their designated exemptions. Filing status and exemption status may be changed by obtaining a W4 (Federal) and G4 (State) form from the Human Resource department. The form should be completed and forwarded to the payroll department.

The Company is also required to deduct state, county, and city income tax in areas where such a tax is mandatory. The area is based upon the associate's zip code. Therefore, it is very important that the payroll department has the correct address of the associate including zip code. The Company is also obligated to take deductions from your pay for Social Security and Medicare. The deduction together with a matching sum paid by the Company is forwarded to the federal government to meet the cost of social welfare programs.

The Company is also required to deduct any court ordered deductions such as garnishments, tax levies, and child support payments. These deductions will be based upon the court order.

Voluntary deductions for other benefits begin when the election of the benefit takes effect. If for some reason the associate does not work a particular pay period, the benefit will go into arrears, and the amount in arrears will be deducted the next time that the associate works and receives pay. If an associate is going on leave of absence, the associate needs to coordinate with both the HR Department and Payroll concerning benefits. Any change in benefits must be coordinated through the HR Department. The HR Department will communicate changes in benefits to the Payroll Department.

6D. TIP REPORTING

Federal law requires the Company to notify the Internal Revenue Service when tipped associates have not reported tips equal to at least eight percent (8%) of their gross receipts. If associates collectively in any given restaurant or lounge do not report at least eight percent (8%) of sales as tips, the law requires the employer to allocate the difference between the eight percent and the actual tips reported by the associates in the restaurant or lounge. The amount will also be reported as allocated tip income to the Internal Revenue Service and to directly tipped associates on their W-2 forms.

To avoid having tips allocated directly, you should accurately report all tips through the time clock system.

This requirement does not apply to associates whose only gratuity is distributed as a portion of a function service charge.

6E. OVERTIME

Hospitality Ventures pays “Non-Exempt” associates at the rate of time and one-half of their regular rate for all hours worked in excess of forty (40) hours during the regularly scheduled workweek.

“Non-Exempt” associates are those who work in job classifications which are paid hourly and which are not supervisory, administrative, or sales oriented. The workweek is established as seven (7) consecutive periods of twenty-four (24) hours each. The normal workweek begins at 12:01 a.m. on Friday and ends at 12:00 midnight the following Thursday. Only hours actually worked will be included in determining overtime eligibility. The Company complies with state laws that regulate the payment of overtime.

It is Company policy that the performance of unauthorized overtime will subject the associate to disciplinary action. Therefore, if you have not been scheduled by your supervisor to work an extended shift, you must punch out at the conclusion of your regularly scheduled shift or receive approval of your supervisor or the manager on duty to incur overtime.

6F. TIME RECORDS

Our Company uses an automated time card system to assist our accounting department in keeping an accurate record of your time. Your wages are calculated based on the times recorded by this system, so accuracy is important. If there is some problem with your time card, contact your supervisor. You are responsible for clocking yourself in and should clock-in only yourself (no associate may clock-in or out for any other associate). You must not clock in earlier than 5 minutes before the start of your scheduled shift or clock out more than 5 minutes after your scheduled shift unless authorized by your supervisor. You must clock in and out for meal breaks.

SECTION 7: **DISCIPLINARY ACTION, TERMINATION**

As an associate of the Company, you are required to abide by Hospitality Ventures' policies, procedures, and standards of conduct. Failure to do so may result in disciplinary action up to and including termination. Examples of disciplinary action may include verbal warning, written warning, performance probation, or suspension.

The Company's normal practice is to help you identify problems and to improve your performance and behavior. Hospitality Ventures reserves the right to determine the appropriate course of disciplinary action.

You will be given a copy of all warnings and the opportunity to write any comments you may have. Copies are maintained in your employment file.

Disciplinary action may be taken for repeated violations of a specific nature, such as inappropriate conduct, time and attendance or work performance standards.

Suspension Pending Investigation: Under certain circumstances, an associate may be suspended pending investigation. Should an investigation determine that no violation has occurred, there will be no loss of wages or benefits during the time of suspension.

However, should the investigation conclude that a violation has occurred, the period of suspension, in part or whole, may be applied as disciplinary action, and the suspension will be unpaid.

Should the violation prove serious enough to result in termination, the termination will be effective as of the last day worked.

You will be given an opportunity to review all warnings and the opportunity to write any comments you may have. Copies are maintained in your employment file.

SECTION 8: **SEPARATION FROM EMPLOYMENT**

8A. SEPARATION PROCESSING

Associates leaving the Company may be requested to participate in an exit interview and out-processing with a Human Resources Representative. Paychecks are available on the next regularly scheduled payday following termination, except as otherwise provided by state law. At the time of receiving a final paycheck, all Company property including, but not limited to, cash banks, keys, identification cards, name tags and uniforms, must be returned.

8B. RESIGNATION

As a matter of courtesy, associates who decide to leave the Company are asked to give at least a two-week written notice.

8C. REDUCTION IN WORK FORCE

When an associate's position is eliminated and no other suitable positions are available, the termination is classified as a layoff. Displaced associates recalled within sixty days will retain the seniority and benefits to which they were previously eligible prior to the layoff.

The separation period will not be considered in determining eligibility for benefits based on service, such as vacation accrual, personal day accrual, etc., nor will any other service-based benefit be made retro active to cover the period of separation.

8D. TERMINATION

Associates who are terminated will no longer receive pay or benefits after their termination date.

8E. REHIRE / NO-REHIRE POLICY

Associates who decide to leave the Company will be given either a "Rehire" or a "No-Rehire" status. The Company reserves the right to assign the rehire eligibility.

8F. POST-EMPLOYMENT REFERENCES

Generally, the only associate information provided by the Company is employment start date, position, and status. Company associates are not authorized to provide post-employment references.

SECTION 9: **ASSOCIATE CONDUCT & RESPONSIBILITIES**

9A. STANDARDS OF PROFESSIONALISM

Hospitality Ventures' success is measured by how well our customers or guests respond to the service we provide. Your behavior is the most lasting impression the guest will have and the first recollection that will influence a decision for repeat business. You must constantly be aware that in dealing with our guests, you are creating an impression. Make the most of this opportunity.

The Company will not tolerate rude, discourteous, or any other conduct less than professional. Such actions will be sufficient cause for disciplinary action up to and including termination.

There are certain patterns of personal conduct that are dictated by common sense, but as a reminder, the following are some suggestions to keep in mind:

COURTESY

Courtesy and kindness are fundamental to our relationships with guests, vendors, customers, and fellow associates. Personal courtesy and kindness always helps in the performance of any task.

ENTHUSIASM

A whole-hearted, positive attitude that spells success often contributes to a warm response from those we meet during our daily activities.

A pleasant smile is a MUST! It will prove to be a terrific asset!

ORGANIZATION

An orderly approach toward your work improves accuracy and saves you time. From the work area to the performance of your daily activities, neatness and organization reflects positively on each associate.

COOPERATION

While you may be assigned to a particular department, every associate is a vital part of the Hospitality Ventures team. Teamwork is essential to any company. Here at Hospitality Ventures, meeting the needs of our customers, whether internal or external is the foundation to Hospitality Ventures' commitment to operational excellence.

9B. TELEPHONE COURTESY

Telephone courtesy is of prime importance in establishing Hospitality Ventures' professional image with guests and other callers. Standards of telephone courtesy at Hospitality Ventures are as follows:

- Answer all calls within three rings.
- Be ready to talk as soon as you pick up the receiver.
- Answer calls on another associate's desk or area when unoccupied.
- Answer all calls with "Thank you for holding" or "Good morning/afternoon/evening," and "May I help you?"
- Always go back to acknowledge a waiting party every 30-45 seconds. Offer your help or take a message.
- When putting someone on hold to answer another line, always give the second caller an explanation that you are on another call and allow the second caller time to acknowledge and agree to hold before doing so.
- Return all telephone messages promptly (within one hour if possible) upon return to your work area.
- Put a smile in your voice. Be helpful and pleasant.
- To be of maximum help to our guests, speak distinctly and directly into the receiver.
- Always keep writing materials near the telephone and take careful notes, in particular, the caller's name, telephone number, and the nature of the call.

Associates will minimize placing or receiving personal telephone calls during working hours. It is recognized that family needs sometimes require such calls. Excessive personal telephone use will not be permitted and constitutes a basis for disciplinary action up to and including termination. All personal telephone call expense abuses will be charged to the associate.

9C. PERSONAL APPEARANCE STANDARDS

Work attire is considered inappropriate when clothes are offensive or in poor taste relative to a business environment. If you are unsure as to what constitutes as appropriate appearance or attire, check with your General Manager.

It is each associate's responsibility to always adhere to appearance standards set forth by his or her manager.

Remember – YOU benefit from good appearance – it boosts your poise and self-confidence.

C.1 APPEARANCE AND DRESS

As an associate of the Company, you are expected to take pride and care in your personal appearance, dress, and general grooming. Cleanliness and caring for your personal hygiene is a requirement. All associates are asked to be conservative in their appearance. Moustaches, beards, and goatees are acceptable if they are full, neatly trimmed, and grown during a vacation or non-working period.

1. Clothes and uniforms should be clean, freshly pressed, and well coordinated.
2. If not ordinarily a part of your uniform, non-business casual wear such as, but not limited to, worn jeans, overly tight fitting clothing, tank tops, T-shirts, short shorts, cut-off shorts, sheer tops, bare-backed dresses, or midriffs tops are NOT permitted.
3. Hair, fingernails, make-up, and jewelry should be conservative. Hair should be clean, of appropriate length, and well kept. Long hair must be pushed close to the head or pulled away from the face and securely fastened. No extreme braids or extreme hair ornaments will be permitted. Jewelry should be appropriate with the uniform. Excessive jewelry is not allowed.
4. Hats are not permitted unless they are part of a uniform. This would include, but is not limited to, bandanas and caps. Exceptions for this must be cleared by your General Manager.
5. If you work in a guest contact area, your supervisor will specify the type of shoes you wear. They must be kept shined and in good repair at all times. Those working the back of the house should wear shoes that are safe for their type of work. Sandals, flip-flops, tennis shoes, clogs, platform shoes, moccasins, slippers, or other similar footwear are NOT acceptable unless specifically approved by your supervisor.
6. Unless dictated by your uniform, appropriate hosiery is required.
7. Uniform jackets must be zipped or buttoned at all times.
8. Associates are expected to practice good oral hygiene.
9. Perfume or cologne may be worn only in moderation.

While this list may not be all-inclusive, the Company reserves the right to determine what is considered appropriate.

C.2 UNIFORMS

Depending upon your position, the Company may require you to wear a uniform. Uniforms will not be worn outside your hotel property except when traveling to and from work. You may have to wear other personal items with your uniform, such as a tie. Your Department Head will advise what you will need to wear as well as any optional accessories that are acceptable. All items must be clean and in good repair.

9D. ASSOCIATE RELATIONSHIPS

The Company has no desire to intrude into the private lives of its associates. However, associates should be aware of the Company's commitment to provide a working environment free from sexual harassment due to perceived conflict of interest, and that the Company may face potential liability because any consensual social relationship between associates could ultimately change and result in allegations which would require an investigation and possible disciplinary action.

Accordingly, associates are prohibited from dating direct subordinates and from maintaining or entering into any other off-duty consensual relationships with another Company associate which could have potential conflicts of interest.

It is Hospitality Ventures' general practice to employ family members and relatives only in those positions where one family member does not directly supervise another. Any exception to this will need the approval of the Vice President, Human Resources.

The Company recognizes that mutual associate participation in a variety of off-duty activities may not be subject to the above potential disadvantages and fall outside the intent of this Policy.

Any associate who is uncertain about or has a question regarding dating or other off-duty social relationships or activities should consult his or her immediate supervisor.

If sexual harassment difficulties arise, this will be addressed through the Company's sexual harassment policy.

9E. POLICY AGAINST HARASSMENT

Hospitality Ventures is committed to maintaining a working environment free of harassment and has established a Zero Tolerance policy to accomplish this goal. Harassment in the workplace can be evidenced by an associate subjected to unwelcome conduct, of any nature, which is based upon protected status and which affects tangible job benefits or interferes with an associate's ability to perform his or her job or that which creates an intimidating, hostile, or offensive working environment. Hospitality Ventures has established a Zero Tolerance policy against harassment of any associate by anyone, including but not limited to managers, supervisors, coworkers, vendors, and guests, on the basis of the associate's gender, color, race, age, national origin, disability, religion, marital status, veterans status, sexual orientation, or other protected status.

Sexual Harassment

Sexual Harassment, while not commonly thought of as discrimination, constitutes illegal discrimination. Sexual harassment can be evidenced by sexual advances, requests for sexual favors, or other unwelcome conduct whereby:

- Submission to the sexual conduct is explicitly or implicitly made a condition of continued employment or other such terms or conditions of employment;
- Employment decisions affecting an individual are based upon his or her submission to or rejection of such conduct; or
- The conduct has the purpose or effect of unreasonably interfering with the associate's work performance or creating an intimidating, hostile, or offensive work environment.

Sexual harassment can be evidenced by unwelcome conduct which is sexual in nature, directed at an associate because of his or her gender, and has an adverse effect on a term, condition, or privilege of employment, such as promotions, pay rates, continued employment, work performance evaluations, etc. Sexual harassment also includes changing an associate's job conditions, including position held, pay rate, and advancement prospects, as a result of the associate's refusal to submit to sexual demands or advances. Other examples of conduct that may be regarded as sexual harassment are unwelcome physical conduct, explicit or implicit propositions, requests, demands, or other pressure for sexual favors, or the display of sexually explicit or offensive printed or visual materials in the workplace.

All complaints about harassment will be taken seriously and a prompt investigation will be undertaken. The specific procedure for reporting harassment is covered in the next section of this handbook (9F. Associate Issue Resolution). All investigations will be conducted as confidentially as possible and appropriate action designed to remedy the situation will be taken.

9F. ASSOCIATE ISSUE RESOLUTION

Work related issues such as scheduling, availability of supplies, time off requests, etc., are best addressed by going to your immediate supervisor. Most problems can be solved at this level. However, if you believe that you have not received a satisfactory response, you may contact the next appropriate level of management up to the Regional Vice President of Operations.

Hospitality Ventures recognizes that associates may not always be comfortable or in a position to discuss concerns with their immediate supervisor. These issues might include employment opportunity, employment discrimination, harassment, reasonable accommodation, or retaliation as described herein. You are encouraged to bring these concerns to the attention of your Human Resources Representative or your General Manager, Regional Operations Manager or Vice President of Operations. Issues not resolved to the associate's satisfaction at this level will be forwarded to and addressed by the Vice President, Human Resources, Hospitality Ventures.

Should the situation warrant further discussion, associates are encouraged to contact the Vice President, Human Resources, in Hospitality Ventures' corporate office at 404-467-9299.

9G. POLICY AGAINST RETALIATION

In furtherance of Hospitality Ventures' Zero Tolerance of discrimination and harassment, it is also Company policy that no associate shall be subjected to retaliation for reporting (internally or externally) or expressing opposition to any incident of discriminatory harassment or for cooperating, assisting, or otherwise participating in the investigation of any unlawful discrimination or discriminatory harassment. Retaliatory action against an associate under such circumstances is subject to the identical policy and procedures concerning discrimination and sexual harassment including discipline up to and including termination.

Any associate who believes he or she has been subjected to retaliation should immediately report the conduct to your human resources representative or your hotel's General Manager. All reports of retaliation will be investigated fully and promptly, and to the extent reasonably possible, on a confidential basis. If a non-associate is involved, the Company will take whatever corrective action is appropriate given the circumstances.

For the purposes of this policy, retaliation can include but is not limited to termination of employment, demotion, discipline, transfer, change of schedule or job duties, or reduction in pay or benefits.

9H. DRUG AND ALCOHOL ABUSE

Hospitality Ventures has a firm commitment to its associates and the community to provide a healthy and safe environment in which to work and live. Alcohol and drug use constitutes a potential danger to the security and welfare of our guests and our fellow associates, and exposes Hospitality Ventures to the risk of property loss or damage.

As such, it is important to clarify Hospitality Ventures' position and rules regarding the use of drugs and alcohol by associates. This applies equally to illicit drugs, alcohol and any prescription or over-the-counter drug that may impair any part of any associate's mind or physical body.

In order to succeed in a competitive market, Hospitality Ventures must provide the best quality of service to our guests. To do this, every associate's job must be performed to the best of his/her ability with a clear mind. Drug or alcohol impairment would make this achievement impossible. Safety is seriously compromised when all associates are not acting with a clear mind while doing their assigned jobs. Impaired associates make mistakes that cause injury to guests or to other associates or damage to property.

Therefore, all associates are required to abide by the following rules:

- You shall not report to work under the influence of any substance, including but not limited to illicit drugs or alcohol, which prevents you from performing your job duties.
- You shall not possess, sell, trade or use any illicit drugs during working hours or while on Hospitality Ventures' property.
- You shall not possess or use alcohol while on Hospitality Ventures property unless you reside on property and are on non-working time or you are visiting another associate who resides on property during non-working hours.
- Prescription drugs may not be used without a valid prescription from a health care provider and must be taken only according to the health care provider's instructions. Over-the-counter medications also may not be abused and must be taken only according to the manufacturer's directions.

Hospitality Ventures intends to cooperate in requests for criminal prosecution of associates who are involved in the sale or distribution of illegal drugs on Company property.

9I. SMOKING

To maintain a safe and comfortable working and guest environment, and to ensure compliance with applicable laws, smoking and use of tobacco products is strictly regulated.

Associates are not allowed to smoke or use tobacco products, whether on or off duty, in any work area, guestroom, corridor, lobby, or any other area where they may be viewed by the guests of the Company. The use of chewable and/or smokeless tobacco is also prohibited in these areas.

Smoking must be done in designated areas only, and only during an authorized break.

9J. WEAPONS AND FIREARMS

Weapons of any kind, on any Hospitality Ventures' property, are absolutely prohibited at all times. This prohibition extends to Company owned vehicles.

Weapon is defined as any firearm, article, or device intended or designed to cause personal injury or death. This definition applies to licensed or otherwise legal weapons, as well as illegal weapons and both concealed and unconcealed weapons. Hospitality Ventures reserves the right to determine what constitutes a weapon.

This prohibition applies to all associates, contractors, vendors, and consultants of Hospitality Ventures. This prohibition extends to any person in any non-Hospitality Ventures facility while in the course and scope of Hospitality Ventures employment.

Exceptions: On duty law enforcement officers and other government personnel authorized by law to carry weapons; armored car personnel; associates or non-associates who have been pre-authorized by the Vice President of Operations, Hospitality Ventures.

Any violation of this procedure by an associate will lead to disciplinary action up to and including termination. Furthermore, Hospitality Ventures will assist as necessary with prosecution whenever a violation of this procedure involves a criminal offense.

9K. USE OF COMPUTING & COMMUNICATIONS RESOURCES

K.1 HOSPITALITY VENTURES' SOFTWARE POLICY

Unauthorized duplication of copyrighted computer software violates the law and is contrary to Hospitality Ventures' standards of conduct.

We are being required to establish and maintain a policy as it relates to Software Code of Ethics and have a signed contractual agreement to allow two (2) inspections per year at all offices and property locations to confirm the absence of software copyright infringement. It is imperative that all associates understand the significance of protecting their PC stations against unauthorized software duplication.

This is not a simple employer request, it is the Law. The Law states: "...illegal duplication of computer software may constitute criminal copyright infringement which is punishable by a fine of up to \$250,000 and imprisonment for up to five years".

Hospitality Ventures' Policy on Software Licensing is as follows:

- Use or copying of any software product in violation of the applicable license agreement is strictly prohibited.
- All computers purchased and used by Hospitality Ventures are being supplied with licensed copies of software programs.
- Any associate found copying software other than for backup purposes is subject to termination.
- Any associate who gives software to any other person is subject to termination.
- Knowledge of a policy violation must be reported to the Company.
- Associates may NOT install personal software on a Company owned computer.
- All software MUST be installed by a member of the IT staff to ensure its compatibility as well as to verify the license agreement.
- Any associate who installs software without the consent of the IT staff may be subject to disciplinary action.
- Third Party Screensavers are not allowed to be installed on any Company owned computers due to their potential conflict with system stability and support.

K.2 HOSPITALITY VENTURES' INTERNET POLICY

Internet service has been provided to all associates to facilitate the efficiency of informational data gathering. Entertainment purposes during business hours were not our intent.

It is our obligation to inform you that we have access to the names of specific locations on the Internet that EACH and EVERY computer on our network accesses. Again, you are using the Company connection to the web; it is our right to monitor every web site you visit.

Our Policy on Using the Internet is as follows:

- The Internet should be used for business purposes only.
- Internet users are to refrain from displaying or distributing material (text, audio, or video) which is obscene or harassing. Displaying or distributing such information will be considered a violation of our policy, which specifically prohibits the distribution of obscene materials and harassment.
- Users are to refrain from making public to users any obscene materials or direct links to obscene locations elsewhere on the Internet through the worldwide web, e-mail, or any other systems.
- Users are to refrain from deliberately performing any act that will impair the operation of any facet of our computing resources. Such acts include injecting computer viruses and sending excessively large mailings, downloading of non-business related documents and programs, batch programs, "junk mail" (including chain letters), etc.
- User who are found using the Internet for purposes other than business, such as for recreation, entertainment, engaging in chat rooms, personal and extracurricular work during business hours will be considered in violation of our Internet policy and may be subject to suspension of Internet access or even termination of employment.
- Newsgroups and chat areas are often controversial due to their sometimes-explicit nature. Be aware that offensive materials may be found. Under no circumstance should a reply be sent to offensive messages, nor shall they be copied or forwarded.
- Test all down loaded files for viruses. Copyright and licensing laws must be observed prior to using downloaded files.

K.3 HOSPITALITY VENTURES' E-MAIL POLICY

"While most large companies now use e-mail, many don't have an official e-mail policy. In the absence of a policy, employees often feel a false sense of security, particularly because many e-mail accounts are password protected. Passwords do offer some protection, but not from system administrators, who can usually access almost anyone's e-mail. This comes as news to many employees who mistakenly believe that communication with colleagues is private. In fact, in a number of cases, casual e-mail messages that criticized the company have landed on the boss's desk. The result? The employees were fired. In the ensuing lawsuit, the courts have backed up the companies' actions." –Internet Law Update, 1996

“Employers should take whatever steps are necessary to avoid giving employees the incorrect impression that they have a reasonable expectation of privacy.” -Technology Law Bulletin

Our Policy on E-mail Usage is as follows:

- E-mail should only be used for business purposes.
- E-mail messages are considered Company property when using Company purchased e-mail software.
- Solicitation is not allowed on the e-mail system.
- E-mail messages may not be offensive, discriminatory, or intended to frighten, intimidate, abuse or harass another person.
- E-mail messages which contain offensive graphics, offensive or discriminatory jokes, crude and foul dialogue are considered in violation of our policy and may be applicable to penalties under our sexual harassment policies.
- Forwarding of chain letter e-mails is strictly prohibited and will result in a 30-day suspension of the e-mail system.
- We may monitor e-mail for business purposes, and associates have no right to privacy in any messages.
- Deletion of a message does not protect privacy.
- We reserve the right to monitor and access all e-mail messages.
- Knowledge of a policy violation must be reported to the Company.
- Discipline or termination may result from violation of the policy.
- Treat your e-mail system at work as you should your business telephone. Strictly limit your communications with family and friends. Do not send a message if you would be uncomfortable having a coworker or your employer read it.

9L. MISREPRESENTATION

Hospitality Ventures is proud of its reputation for integrity and for the good business ethics of its associates.

Any associate who deliberately makes any untruthful or misleading statement, omission, or falsification so as to jeopardize the reputation or legal position of the Company, may be subject to termination.

Hospitality Ventures' stationery is to be used for authorized business only. It may not be used for personal letters or other non-Company use.

9M. PERSONAL PAGERS AND CELLULAR TELEPHONES

Personal pagers and cellular telephones are not allowed while on duty unless authorized by the General Manager. If you receive an emergency telephone call or visit, your manager or Department Head will inform you immediately.

9N. HOTEL SECURITY

You have a responsibility to observe and maintain established regulations ensuring the security of the hotel, your associates, and the guests. The following information is not all encompassing, but observing these measures will assist in maintaining a more secure environment:

- Report any suspicious activity to your supervisor.
- Never reveal the room number of a guest.
- Keys issued to you in the course of employment are hotel property. This includes hard keys and card keys.
- If a guest approaches and asks to have a room opened because they have lost a key, send them to the front desk. Do not open the door for the guest. Explain to the guest that it is for their own safety and security to have them go to the front desk.
- If a room attendant, only open the room that you are cleaning. Opening multiple room doors creates a favorable environment for theft of guest property, hotel property or allows someone to enter the room and wait to harm you.
- If issued keys, keep them on your person at all times while on hotel property. Hotel keys should not be taken off property.
- Do not leave room lists or other means of identifying the rooms' occupants out in the open for the public to view.
- Close all doors that you find propped open.
- If you have a cash bank as part of your job, do not leave it unattended.
- Do not display or count cash out in the open.
- Do not leave personal items in unsecured areas.
- Direct media and the press to the General Manager.
- Surrender money in the event of a robbery.

9O. OFF-DUTY HOURS

In order to keep all facilities available for our guests and to prevent awkward situations from occurring, you are requested not to socialize on the property during your non-working hours. This includes, but is not limited to, guests' rooms, restaurant, cocktail lounge, health club, and swimming pool areas. In addition, an associate is not to enter the property more than fifteen minutes prior to the start of a shift and must vacate the property within fifteen minutes of the close of the shift. While on duty, you are requested not to socialize or visit with guests, or outside visitors except in the performance of your duties.

9P. CHILDREN AND VISITORS

Under no circumstances or at any time will visiting family members or friends of any associate be allowed in non-public areas of the Hotel. Likewise, friends and family members visiting associates during working hours are discouraged. Any exception must be pre-approved by the General Manager.

If a child of an associate is brought on Hospitality Ventures' property, the associate must hold the Company harmless in the event of an injury or accident while on the premises.

9Q. STANDARDS OF CONDUCT

Hospitality Ventures, like any other business maintains certain rules of standard. These are important and require full cooperation of all associates. Failure to adhere to Hospitality Ventures' Standards of Conduct may result in disciplinary action from a warning or other disciplinary action to a dismissal may follow.

Explanations are provided to help illustrate the following rules on conduct, but are not intended to limit or restrict the rules to just the examples provided.

The following examples illustrate violations of Hospitality Ventures' Standards of Conduct. This list is not considered inclusive.

1. Discourtesy to a guest, including using vulgarity or failing to give a high degree of service to any guest, soliciting any gratuities from a guest, or commenting in any way as to the amount of gratuity given;
2. Failure to comply with Hospitality Ventures' search and inspection procedures;
3. Supplying false or misleading information when applying for employment, or at any time during your employment;
4. Altering or falsifying work or time records, guest checks, or gift certificates;
5. Theft or misappropriation of guest, associate, or Company property. This includes the addition of tips to guest check and failure to report lost and found articles;
6. Possessing dangerous or deadly firearms on Company premises, while off Company premises in the performance of Company duties, or while attending Company-sponsored functions;
7. Immoral or indecent conduct; soliciting persons for immoral purposes, or the aiding and abetting of such conduct;
8. Unauthorized use, possession, or sale of intoxicants or drugs on our premises or reporting to work while under the influence of intoxicants or drugs;
9. Disrespectful conduct, gambling, or fighting on Company premises, including but not limited to coercion, intimidation or threats of any kind;
10. Vandalizing property belonging to Hospitality Ventures, guests or fellow associates;
11. Loitering or sleeping on the job;
12. Excessive, continuous, or unexplained cash shortages or other irregularities;
13. The unauthorized release or dissemination of Hospitality Ventures propriety information;
14. Fraudulently collecting Unemployment or Workers Compensation benefits related to employment at Hospitality Ventures;
15. Violating any federal, state, or local laws or encouraging others to violate such laws while on Company premises;
16. Insubordination;

17. Conduct hazardous to fellow associates and guests, including that which is detrimental to the Company;
18. Walking off the job or work assignment during or after a shift without proper relief or authorization. Leaving Company property without permission is considered a voluntary resignation due to job abandonment;
19. Absence from work without notification;
20. Being in an unauthorized area, such as a guest's room while off the clock. Being on property while off the clock without proper authorization (there is a 15-minute time limit allowed to be on Company premises in designated areas before and after a scheduled work shift);
21. Failure to conform to safety, security, and emergency procedures, including failure to report all accidents to a supervisor immediately;
22. Unauthorized distribution of literature or posting of notices, signs, or written communications on Company premises;
23. Dining, smoking, snacking, or gum chewing at any time other than during your meal or break periods or in any unauthorized area;
24. Fund raising, selling lottery tickets or merchandise, any other type of solicitation on Company premises, unless in designated non-work areas with prior approval from the General Manager;
25. Unauthorized use of Company telephones or guest facilities, or unauthorized social contact with guests;
26. Making, publishing, or distributing false, vicious, or malicious statement regarding Hospitality Ventures, its guests and associates, or any other establishment or individual associated with the conducting of Company business;
27. Failure to perform job assignments satisfactorily, safely, and efficiently;
28. Discussing Company or guest matters with unauthorized personnel or in public areas where the conversation may be overheard;
29. Engaging in horseplay
30. Working overtime without prior authorization;
31. Using Company property or resources for personal use without prior authorization by the General Manager;
32. Failure to adhere to Company vehicle/driver procedures;
33. Failure to adhere to Hospitality Ventures software policy;
34. Violation of the Company's EEO Policy prohibiting discrimination against any associate based on race, age, color, creed, sex, religion, disability, national origin, or any other protected status. Harassment of any associate, including slurs, provocative conduct, offensive jokes or stories, or any other act, makes the working environment unpleasant for fellow associates;
35. Harassment of any associate including slurs, provocative conduct, offensive jokes or stories, or any other act that makes the working environment unpleasant for fellow associates.

SECTION 10: **HOSPITALITY VENTURES OPERATING PROCEDURES**

10A. SEARCH AND INSPECTION

In order to safeguard the property of our associates, guests, and the Company, and to help prevent the possession, sales, and use of illegal drugs or other materials on the premises, the Company reserves the right to question and search associates and all other packages, brief cases, purses or any other items carried to or from the Company property. In addition, the Company reserves the right to search any associates office, desk, files, locker, or any other area or article on Company property.

Inspections may be conducted at any time at the discretion of the Company. Associates who refuse to cooperate in an inspection as well as associates who after inspection are believed to be in the possession of stolen property, illegal drugs or other unlawful items, or otherwise engaging in unlawful activity, may be subject to disciplinary action up to and including termination.

10B. LOCKERS

Hospitality Ventures will provide lockers to hotel associates when available. Associates are advised and cautioned against leaving valuable items in lockers. The lockers are provided to give storage space to associates primarily for their personal items. Money, jewelry, and other valuables should not be stored in lockers.

With the exception of personal uniforms, associates are not permitted to store Company or guest property in lockers. In addition, the storage of items and/or materials considered illegal and/or in violation of Hospitality Ventures' policies and procedures, is strictly prohibited. Possession of any such items and/or materials can result in termination of employment.

Management reserves the right to inspect lockers, anytime on a random, select, or periodic basis, to ensure the safety and health of our associates and the locker facilities.

10C. POSITION TOWARDS UNIONS

The Company has an open door policy under which all associates have the right to deal directly with their supervisors or managers with reference to all working conditions. We do not believe it is in your or the Company's best interest to have an outside third party or union involvement in our working relationships. When management and associates work toward common goals, unions are not necessary. We recognize and accept our obligation to provide associates with good working conditions, good wages and benefits, fair treatment, and personal respect.

It is our belief that a union would not benefit our associates and is therefore our intention as permitted by law, to oppose by lawful means any union which may seek to organize associates.

10D. DISTRIBUTION AND SOLICITATION

Hospitality Ventures prohibits the solicitation and/or distribution of materials and literature to its associates on Company property. In certain circumstances, Hospitality Ventures may sponsor certain initiatives for the benefit of associates. In these circumstances, these events must have the prior approval of the General Manager as well as their Regional Management.

Soliciting associates during work hours is prohibited. Working hours shall not be construed as to apply to break period and meal times, or other specified periods during the work day when associates are not properly engaged in performing their work tasks. Distribution by associates of literature during working hours in work areas is prohibited. This section shall not be construed to prohibit the distribution of literature in non-work areas.

10E. COMPANY PROPERTY

You must safeguard all Company property. It is the responsibility of each associate to report any misuse, theft, or other misappropriation or distribution of Company property to his or her supervisor.

10F. LOST AND FOUND

Any items found on Company property must be turned in to the Housekeeping Department for safe keeping until the articles are restored their rightful owner. The Executive Housekeeper, or such other person as designated by your General Manager, is the only person to log or release lost and found articles.

10G. CASH BANK OVERAGES AND SHORTAGES

Cashiers are responsible for their issued banks. If there is an overage or shortage you may be removed from cash handling jobs or, depending on the circumstances, be subject to disciplinary action.

10H. CHECK CASHING

Cashing of associate's personal checks is not allowed

10I. GIFTS AND GRATUITIES

Associates are prohibited from accepting or soliciting any benefit, gift, or gratuity from a vendor, guests, or customer. This prohibition in no way prevents accepting gratuities from customers and guests for services provided by associates in classifications normally described as tipped positions.

10J. INFORMATION SECURITY

We expect you to be proud of your Company and talk about it with your family, friends, and business contacts. However, do not discuss any information concerning the Company that has not been released to the public. We are in a very competitive industry, and the Company has many creative and innovative firsts to its credit. We are also in a position to have publicly acclaimed individuals as guests at our properties whose presence may or may not have been announced. Respect the confidentiality of our business by not discussing any matter not released for public consumption.

10K. COMPANY DRIVERS AND VEHICLES

Only those associates authorized by Hospitality Ventures are permitted to operate Company vehicles.

1. Under no circumstances is an authorized driver, or any other associate, ever allowed to operate a Company vehicle while under the influence of drugs or alcohol.
2. Associates, including authorized drivers, are not permitted to drive the automobiles of guests, except at those properties that offer valet parking.
3. All associates, prior to and during their tenure as authorized drivers, are subject to satisfactory verification of their motor vehicle records.
4. Any associate operating a Company-owned vehicle is required to wear a seat belt.

10L. MEAL PERIODS

A thirty (30) minute, unpaid meal period is permitted each hourly-rated associate and will be scheduled approximately midway through your shift.

Meal periods may not be at the same time for all departments and may vary depending on workloads. It is, therefore, necessary to check departmental scheduling to determine your appropriate meal period.

10M. STAFF DINING ROOM

When possible, a staff dining room will be provided for associates. Socializing is encouraged during lunch and breaks; however, voices must be kept at a level as not to disrupt other associates or guests. The dining room is maintained for associates and must be kept clean at all times. Food and beverage items are not permitted outside the cafeteria. Exceptions, for medical and other legitimate reason, will be discretionary.

10N. POSTING SCHEDULES

Your work schedule will be posted by your supervisor in a designated area. Our schedules may be hectic at times, but they are made to fit the pattern of business. You are expected to be at your workstation at the start of your regular shift. Since schedules may change, it is your responsibility to check your schedule daily.

10O. SHIFT SCHEDULES

Our hotels operate twenty-four hours a day, seven days per week, which requires certain job positions to be scheduled on a shift basis. Due to the nature of the hospitality industry, your shift or the total number of hours worked each week may fluctuate dependent on business needs. Generally, shift schedules are posted in advance, and it is the associate's responsibility to be aware of their next scheduled shift. Schedule changes require supervisor approval. This includes exchanging shifts or off-days with fellow associates.

SECTION 11: **ENVIRONMENT, HEALTH & SAFETY**

11A. WORK AREAS

You must stay in your work area as defined by your supervisor. Do not enter other areas of the property unless your position calls for such action, or as instructed by your supervisor. Work areas are to be kept clear of unnecessary materials or personal items.

Radios and tape players are permitted only with permission from your Department head and must always be kept at a volume that cannot be heard outside the space in which the device is located. For safety reasons, headphones are prohibited.

11B. ENERGY CONSUMPTION

- Turn off lights in unused rooms.
- Close all doors when walking in or out of the building.
- Report all water leak and drips.
- Check all faucets to ensure that they are shut off before leaving a guestroom.

11C. SANITATION

- It is extremely important that the cleanliness of all areas of the hotel be maintained constantly and in compliance with federal, state, county, city, and hotel health and sanitation regulations.
- All food and beverage food handlers must have appropriate food handler certifications as called for above.
- Associates must wash hands before returning to work from using the restroom.
- Associates must be conscious about removing litter from work areas and public areas of the hotel.
- Associates should be conscious about cross contamination between different meats and cooked and uncooked food.

11D. SAFETY

Associates are expected to put safety first in the performance of duties, for the sake of all associates and guests.

To help enhance the safety efforts at the hotel, you may be asked to volunteer to be a part of the property's safety committee. The mission of the safety committee is to supplement the Company and property specific safety programs by making suggestions for improved safeguards and procedures. You may also be asked to help analyze problem areas at the hotel and provide input into what suggestions would work best.

Please note the following guidelines:

- Be aware of your surroundings. Keep in mind that although many portions of the hotel appear similar to residential surroundings, the hazards are different. Lack of attention to the surroundings could result in an injury to you, a fellow associate, or a guest.
- Report any accidents to your supervisor no matter how slight it seems.
- Clean up spills immediately. At a minimum, place a wet floor sign and station yourself at the spill until assistance arrives. Report frayed carpets, ice, or water conditions.
- Learn and follow your location's emergency instructions for fires, weather emergencies, or other situations. The guests are going to look to you for instructions and guidance on what to do. It is important to remain calm and not to panic.
- Report unsafe or potentially unsafe conditions to your supervisor.
- If a guest is injured or ill contact your supervisor for assistance at once.
- Learn and practice safe lifting practices. Learn the "safety strike zone" and the location of mechanical lifting aids for your location. Never attempt to lift an object that you do not feel you can lift properly.
- Keep walkways free of debris and items blocking the aisle-way.
- Horseplay and running are not permitted on hotel property.
- Wear the appropriate safety equipment at all times. If you need safety equipment, see your supervisor.
- Do not operate equipment that you have not been trained to operate. Do not attempt to repair equipment unless you are authorized to do so by the Chief Engineer. If a piece of equipment is locked out, do not remove the lock and tag or attempt to use the equipment.
- No smoking, except in approved areas.
- Report equipment or counter tops with exposed sharp edges.
- Report and exposed, frayed, melted or damaged wiring.
- Do not bring unauthorized visitors or children into the building.
- Review Material Safety Data Sheets on chemicals before using them.

- Use step stools and ladders when objects are out of your reach. Do not use buckets, shelves, or other similar means.
- Do not pick up broken glass with your hands. Use a brush or broom.
- Do not use your hands to push trash down into a trash container.
- Wear cut resistant gloves when cleaning slicing tools and equipment. Take particular care when wearing rings of any kind, as they may be hazardous in the performance of some job duties. Long chains or pendants should not be worn as they present a safety hazard.
- Follow proper procedures for dealing with blood and contaminated fluids.

11E. FIRE SAFETY AND PREVENTION

A hotel fire is one of the most serious potential emergencies that a hotel can face. The best way to deal with this is to prevent the fire from occurring. The following are some of the means to enhance the fire prevention at the hotel:

Obey all “No-Smoking” signs. Smoke only in designated areas.

Keep work areas clean. The work area should be free of oily rags, paper, and other combustible materials.

Know your role and follow your location’s emergency instructions when an emergency occurs. Participate in drills conducted at your property.

Know the location of the property’s fire-fighting equipment. You are not expected to use any equipment except a fire extinguisher and should only use one if you have been trained to use it, have already sounded the alarm, and are certain the extinguisher will put out the fire.

Note where your property’s emergency instructions are located. If you are a room attendant, the instructions should be posted on your cart. Other departments should have their instructions posted.

E.1 WHAT TO DO IN THE EVENT OF A FIRE

- If you see or suspect a fire, sound the alarm immediately. Call the front desk with the details of the emergency.
- If you must evacuate, go to your assigned meeting point and inform your supervisor that you are outside and safe.
- Do not enter a smoke filled area. Do not let a fire get between you and the only means of escape.
- Remain calm. The guests expect this from you and you will help them calm by staying so yourself.
- Do not use the elevators in case of a fire.
- Learn your department’s specific instructions for this and other emergencies.

11F. TRAINING

The Company believes in the importance of ensuring that each associate has the skills necessary to competently perform his or her assigned responsibilities. Your supervisor is the best source to lead you through a departmental orientation program. In addition, you may invited to attend departmental / Company meetings and training sessions, and are encouraged to pursue self-enrichment training where each associate has the opportunity to participate.

11G. COMMUNICATIONS

G.1 KEEPING INFORMED

We want you to know what is going on in the world of the Company. Remember that facts are a much better source of information than rumors or gossip. You may be asked to attend mandatory associate meetings, with pay for this purpose. Memos and bulletins will be posted with announcements of importance to you. In addition, there are official channels of communication, and you are always free to ask questions or pass on suggestions to your Department Head or General Manager.

G.2 DEPARTMENT MEETINGS

Department meetings may be held to give you an opportunity to express your opinion about what is going on in your area and to make known problems or complaints you might have. These meetings are in no way intended to circumvent the complaint resolution procedures explained elsewhere in this Handbook.

Additionally, meetings may be held to keep you informed of various events going on in the Company and to keep you current on new associate benefits and practices.

G.3 BULLETIN BOARDS

Announcement of upcoming hotel events, benefits, information and/or general news may be found on the bulletin boards located in associate areas. Make it a daily habit to read the bulletin board in order to keep on top of things. Permission to post any materials must be obtained in advance by your General Manager.

SECTION 12: **PLEDGES**

12A. HOSPITALITY VENTURES' PLEDGE TO ITS ASSOCIATES

- We realize the importance of our associates and the responsibility they each hold in their hands. We will make each associate aware of his or her importance, and they will feel valued.
- We will provide a quality product and a caring environment in which our associates enjoy working every day.
- We will centralize our policies and support while giving the hotels the freedom to execute guest service and day to day decision making.
- We will reward our associates in a timely manner and provide compensation systems linked to how we measure our success.
- We will provide our associates with the tools and recourses necessary to do their job successfully and make them experts in their field.
- We will provide a work environment that is supportive, exhibits mutual respect and one that is free of any type of harassment.

12B. MY PLEDGE TO HOSPITALITY VENTURES

- I realize that I play a major role in the success of Hospitality Ventures. Through my efforts in Guest Service and striving towards Operational Excellence, I will help Hospitality Ventures become the premier leader in the hospitality industry.
- I want to be the best I can be. I want to receive the training I need in order to develop the skills necessary to provide the highest level of service possible. I will learn the skills I need and I will become an expert in my field.
- I will do whatever it takes to make a guest happy. I am empowered to provide 100% Guest Satisfaction.
- I will live Hospitality Ventures' Six Principles every day. In addition, I will make every effort to deliver on the Six Guest Expectations. Every action I take, every decision I make, every conversation I have will reflect these principles and the cultures of Hospitality Ventures.
- I understand that other care about me and want me to succeed. Just as important, I care about myself and want to be the best that I can be. I make this pledge because I want to be a part of the success of Hospitality Ventures.

SECTION 13:

ASSOCIATE HANDBOOK ACKNOWLEDGEMENT FORM

I have received a copy of Hospitality Ventures' Associate Handbook. I agree to fully and completely read and abide by the rules of conduct and other personnel policies set forth in the Associate Handbook which includes, but is not limited to, the following Hospitality Ventures policies:

- Policy Against Harassment, including Sexual Harassment
- Policy Against Retaliation
- Software Policy
- Internet Policy
- E-mail Policy

I understand that Hospitality Ventures' Associate Handbook is presented as a guide for associates, supervisors and management, and contains descriptions and explanation of rules, procedures and benefits available to associates at the time of my employment. Except as otherwise expressly stated, such rules, procedures and benefits may be changed, amended, or modified by Hospitality Ventures at any time. I understand that nothing in this Associate Handbook or the Acknowledgment form shall be construed to create a contractual obligation, express or implied, on the part of Hospitality Ventures pertaining to any portion of this Handbook or any aspect of any employment.

I further understand that as a matter of Hospitality Ventures policy, every aspect of my employment relationship with Hospitality Ventures is on an at-will basis, meaning that I or Hospitality Ventures may terminate my employment at any time, for any reason, with or without cause. As part of this at-will policy, I understand that Hospitality Ventures expressly reserves its inherent authority to manage and control the business enterprise and to exercise its sole discretion to determine all issues pertaining to promotion, job assignment, demotion, transfer and discipline.

I understand that nothing contained in Hospitality Ventures' Associate Handbook or this Acknowledgment Form shall be construed to modify, change or vary the at-will nature of my employment relationship with Hospitality Ventures or create any contract pertaining to my employment, including employment for a specified period of time. Further, I understand and agree that no one other than the Chief Executive Officer, Hospitality Ventures, may modify or change the at-will nature of my employment relationship. Any such modifications must be in writing and signed by the Chief Executive Officer, Hospitality Ventures, and me to be effective.

 Associate Name (Please Print)

 Associate Signature

 Date

 HR Designee Name (Please Print)

 HR Designee Signature

 Date

IN THE UNITED STATE DISTRICT COURT
MIDDLE DISTRICT OF ALABAMA
NORTHERN DIVISION

HEATHER WATTS

Plaintiff,

v.

HOSPITALITY VENTURES, LLC,

Defendant.

2006 DEC 27 P 3:15

CV-2006-

2:06CV1149-MEF

JURY TRIAL DEMANDED

COMPLAINT

Pursuant to Rule 38, Fed. R. Civ. P., plaintiff demands a jury trial as to each issue so triable.

INTRODUCTION

- I. This is an action to recover damages, interest and liquidated damages, equitable relief and attorneys' fees and costs, on behalf of a woman whose employment was terminated during her federally protected maternity leave, in willful disregard of her federal rights under the Family and Medical Leave Act of 1993, 29 U.S.C. § 2601, et seq. (FMLA) and under Title VII, 42 USC 2000e, et seq., more specifically sex discrimination and pregnancy discrimination. Plaintiff has exhausted her remedies by filing the appropriate charge with the EEOC, and has been granted a right to sue. (Letter attached. Exhibit A)

DEFENDANT'S
EXHIBIT

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JURISDICTION AND VENUE

2. This Court has jurisdiction over this controversy pursuant to 29 USC § 2617 and 28 USC § 1331 and Title VII 42 USC 2000e, et seq.
3. Plaintiff Heather Watts is a female citizen of the United States and a resident of the State of Alabama; and she was employed by Hospitality Ventures, LLC, d/b/a Fairfield Inn of Montgomery, for a period from June 2004 until November 2, 2005.
4. Mrs. Watts received a personnel handbook informing her of her right to maternity leave and FMLA, within the meaning of 29 USC § 2611 (2)(A) and discussed and was granted a leave of absence by company officials.
5. Hospitality Ventures was Mrs. Watts' employer and it was an "employer" within the meaning of 29 USC §2611 (4)(A) at all times relevant to this action.
6. The unlawful employment practices described herein were committed within the State of Alabama and venue lies in this court pursuant to 28 USC § 1391(b).

FACTS

7. Heather Watts began her employment at Hospitality Ventures, LLC, in 2004.
8. In the spring of 2005, Mrs. Watts became pregnant with her second child. She worked throughout her pregnancy, but received approval from Roger Miller, vice president of sales and marketing, and from General Manager Todd Epplin to take unpaid maternity leave, starting Aug. 11. She requested the leave in writing and was not due to return to work until Nov. 9.

9. Mrs. Watts helped train an intern to take over her job while she was on FMLA/maternity leave. Although Mrs. Watts was on leave, her employer, Hospitality Ventures, continued to give her assignments, and to pay her for seven hours of work per week.
10. Epplin's successor, Tami Dominguez attempted to call Mrs. Watts back to work for three days a week during her approved leave. Mrs. Watts' baby was ill, and she was unable to work those hours during her leave. However, she continued to work on a company marketing program at home.
11. On Nov. 2, 2005, Mrs. Watts affirmed that she would be returning to her job fulltime on Nov. 9. Ms. Dominguez called Mrs. Watts back and stated that the company was not going to give her the option, that she could resign or be fired.
12. Mrs. Watts received her final check on Nov. 3 and was ordered to clean out her office.
13. Ms. Dominguez does not have custody of her own child. Other company officials had expressed concern over Mrs. Watts' ability to obtain child care. This was the only expressed reason for terminating Mrs. Watts, whose sales record had turned around company revenues, earned her praise and quarterly bonuses.
14. The person hired to replace Mrs. Watts is unmarried, and followed the same schedule Mrs. Watts had.
15. Mrs. Watts was told her medical coverage had been canceled three days prior to her termination.

CLAIMS

TITLE VII -- SEX DISCRIMINATION

16. On information and belief, Defendant selected Plaintiff for termination based on a sex-based discriminatory concern that the existence of her child would cause her to sacrifice her job duties to the Defendant. Such concerns were not expressed to male employees with small children, nor a cause for their termination.
17. Defendant's actions, based on impermissible discriminatory beliefs, was a willful violation of Title VII protections against sex discrimination, committed with malicious and reckless indifference and plaintiff suffered lost wages and benefits of employment.

FMLA

18. Defendant represented to Plaintiff before, during and after her leave was granted, and, in fact, after termination, that Plaintiff was eligible for 12 weeks' leave under the Family Medical Leave Act.
19. Nevertheless, Defendant did willfully violate the FMLA leave statute by firing Plaintiff while she was under the protection of the statute.
20. On information and belief, Hospitality Ventures, LLC selected Heather Watts for termination and discharged her from her employment because of her taking FMLA/maternity leave; and /or in order to interfere with, restrain or deny the exercise of her right of restoration to the position of employment she held when her protected leave commenced, or to be restored to an equivalent

position with equivalent employment benefits, pay and other terms and conditions of employment.

21. Defendant's actions constituted a willful, malicious and reckless violation of plaintiff's rights under the FMLA and Title VII, 26 USC § 2003, et seq.
22. As a result of Defendant's willful violation of her rights, Heather Watts suffered lost wages and benefits of employment.

**BREACH OF CONTRACT OF GOOD FAITH
& FAIR DEALING**

23. Defendant did into an oral contract with Plaintiff to grant her FMLA leave or its equivalent, terminating her seven days before the agreement expired.
24. Defendant knowingly and willingly violated the agreement by continuing to pressure Plaintiff to work while on leave and by terminating her when she was unable to forego her bargained-for leave and return to work early.
25. Defendant's actions constitute a willful, malicious and reckless breach of contract, and, as a result, Plaintiff suffered lost wages and benefits of employment.

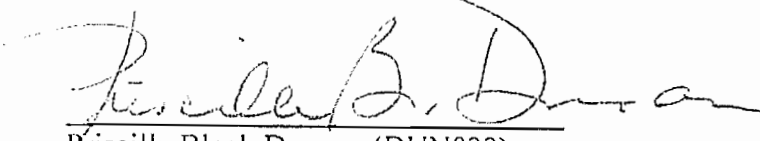
PRAYER FOR RELIEF

WHEREFORE, Plaintiff respectfully requests that this Court:

- a. Enter a judgment that the defendant's conduct constituted a willful, malicious and reckless violation of her rights under the FMLA and Title VII, sex discrimination/pregnancy statutes.

- b. Order the defendant to reinstate her into her former position of employment or an equivalent position, with all seniority and other benefits which would have accrued absent this violation of her rights;
- c. Enter a judgment pursuant to 29 USC §2617 (a)(1)(A), for damages equal to all wages and employment benefits lost as a result of the defendant's conduct, the interest on all such amounts calculated at the prevailing rate, and an additional amount as liquidated damages equal to the sum of the wages, benefits and interest combined; and for back pay, front pay and all actual and punitive damages for violation of 42 USC 2000e, et seq.
- d. Order the defendant to pay reasonable attorneys' fees, expert witness fees, and other costs incurred in prosecuting this action.

Respectfully submitted,



Priscilla Black Duncan (DUN033)
Attorney for the Plaintiff

P.B. Duncan & Associates, LLC
472 S. Lawrence, Suite 204
Montgomery AL 36104
(334) 264-9679
(334) 264-9643 FAX

Defendant's Address:
Hospitality Ventures, LLC
C/o
Morris Manning & Martin LLP
1600 Atlanta Financial Center
3343 Peachtree Road NE
Atlanta GA 30326

U.S. EQUAL EMPLOYMENT OPPORTUNITY COMMISSION

DISMISSAL AND NOTICE OF RIGHTS

To: Heather G. Watts
6976 Eastern Shore Road
Montgomery, AL 36117

From: Birmingham District Office - 420
Ridge Park Place
1130 22nd Street, South
Birmingham, AL 35205



On behalf of person(s) aggrieved whose identity is
CONFIDENTIAL (29 CFR §1601.7(a))

EEOC Charge No.

EEOC Representative

Telephone No.

130-2006-01283

Murry A. Gosa,
Intake Supervisor

(205) 212-2119

THE EEOC IS CLOSING ITS FILE ON THIS CHARGE FOR THE FOLLOWING REASON:



The facts alleged in the charge fail to state a claim under any of the statutes enforced by the EEOC.



Your allegations did not involve a disability as defined by the Americans With Disabilities Act.



The Respondent employs less than the required number of employees or is not otherwise covered by the statutes.



Your charge was not timely filed with EEOC; in other words, you waited too long after the date(s) of the alleged discrimination to file your charge.



Having been given 30 days in which to respond, you failed to provide information, failed to appear or be available for interviews/conferences, or otherwise failed to cooperate to the extent that it was not possible to resolve your charge.



While reasonable efforts were made to locate you, we were not able to do so.



You were given 30 days to accept a reasonable settlement offer that affords full relief for the harm you alleged.



The EEOC issues the following determination: Based upon its investigation, the EEOC is unable to conclude that the information obtained establishes violations of the statutes. This does not certify that the respondent is in compliance with the statutes. No finding is made as to any other issues that might be construed as having been raised by this charge.



The EEOC has adopted the findings of the state or local fair employment practices agency that investigated this charge.



Other (briefly state)

- NOTICE OF SUIT RIGHTS -

(See the additional information attached to this form.)

Title VII, the Americans with Disabilities Act, and/or the Age Discrimination in Employment Act: This will be the only notice of dismissal and of your right to sue that we will send you. You may file a lawsuit against the respondent(s) under federal law based on this charge in federal or state court. Your lawsuit **must be filed WITHIN 90 DAYS** of your receipt of this notice; or your right to sue based on this charge will be lost. (The time limit for filing suit based on a state claim may be different.)

Equal Pay Act (EPA): EPA suits must be filed in federal or state court within 2 years (3 years for willful violations) of the alleged EPA underpayment. This means that backpay due for any violations that occurred more than 2 years (3 years) before you file suit may not be collectible.

On behalf of the Commission

Enclosures(s)

Bernice Williams-Kimbrough,
District Director

9-26-06

(Date Mailed)

cc: Daniel S. Fellner, Attorney
Morris, Manning & Martin
1600 Atlanta Financial Center
3343 Peachtree Road N.E.
Atlanta, GA 30326-1044

Priscilla Duncan
Attorney at Law
P.O. Box 1603
Montgomery, AL 36102

HV Investors LLC
DBA Montgomery Ventures LLC
3340 PeachTree Road
100 Tower Place Suite 605
Atlanta, GA 30326

00412326 MONT

MONT 080030 01520914

WATTS, HEATHER G
6976 EASTERN SHORE ROAD
MONTGOMERY AL 36117

DEFENDANT'S
EXHIBIT

7

ATT: HEATHER WATTS

HVMI Quarterly Incentive Compensation Plan For Hotel Sales Department

Purpose

The purpose of the Incentive Compensation Plan (the "Plan") is to reward hotel sales departments for exceeding budgeted revenues. The Plan provides individuals accountable for direct sales, marketing activities, and account relationships of each hotel operated by Hospitality Ventures Management, Inc. (the "Company") the opportunity for incentive compensation based upon the achievement of specific performance objectives.

Definitions

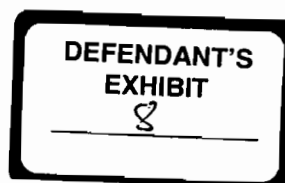
For the purpose of this plan, Budgeted Room Revenue means the Total Hotel Budgeted Room Revenue generated by all market segments for an entire quarter or three month period.

Eligibility

- a. In order to be eligible to participate in the Plan, a person must be employed with the Company in the position of Director of Marketing, Director of Sales, Senior Sales Manager, or Outside Sales Manager for at least two full calendar months.
- b. Any eligible participant who is within a probationary period due to performance will not be eligible for any award. Furthermore, if an associate is not following or adhering to sales production or sales quote targets or goals, he or she will also be ineligible for any bonus for that particular time period.
- c. Total hotel room revenue budget acts as a "gatekeeper". No bonus of any amount can be paid unless the hotel achieves its total room revenue budget for the quarter.

Payment

- a. Each eligible participant's incentive compensation will be paid within 45 days after the end of the quarter and on the hotels normal payroll run.
- b. Incentive compensation paid under this Plan will be treated as gross wages and the usual payroll deductions will be taken.
- c. If employment of an eligible participant terminates during a quarter, no incentive compensation will be paid for that quarter.



MV 00025

Quarterly Incentive Compensation Formula*DIRECTOR OF SALES & MARKETING*

MEASUREMENT	% of Quarterly Salary
Meeting & Exceeding Budgeted Hotel Room Revenue ⁽¹⁾	25 %
Meeting & Exceeding Sales / Marketing Dept. Total Room Revenue Budget	10 %
Meeting or Exceeding budgeted RevPAR Index	5%
Total % of Quarterly Salary	40 %

Miscellaneous

- This Plan is not a contract for employment and does not limit the right of HVMI to terminate a participant's employment for any reason.
- This Plan may be terminated or modified at any time without cause or advance notice. However, neither action will serve to take away a bonus, to which a participant might otherwise be entitled prior to termination or modification of the plan, except that the causes for forfeiture of bonus would continue to apply.
- All provisions of this Plan are subject to reconfirmation or change each year before becoming effective for each subsequent quarter.

⁽¹⁾ There will be no quarterly payout of any type unless the hotel achieves at least 100% of budgeted hotel room revenue.

Susan Fleming 12/18/03

[Handwritten signature]
1/1/05

Heather Watts
DOSM
2005 1st Quarter Bonus Tracking Results
Submitted 4/4/2005

- 1) Total Hotel RM Rev Budget (Jan/Feb/Mar) = \$446,799
Succeeded by \$53,718
Total Hotel RM Rev Actual (Jan/Feb/Mar) = \$500,517
- 2) Total Hotel Sales Dept. RM Rev Budget (Jan/Feb/Mar) = \$147,504
Succeeded by \$21,401
Total Hotel Sales Dept. RM Rev Actual (Jan/Feb/Mar) \$168,905
- 3) Hotel RevPar Index Budget (Jan/Feb/Mar) 112.26
Succeeded by 12.47
Hotel RevPar Index Actual (Jan/Feb/Mar) \$124.73

Payout Equals:

Annual Salary divided by 4 to get Quarterly Salary = \$8,750

- 1) Hotel RM Rev Actual \$8,750 x 25% = \$2,187.50
- 2) Hotel Sales Dept. Rm Rev \$8,750 x 10% = \$875.00
- 3) Hotel RevPar Index \$8,750 x 5% = \$437.50

Total Payout \$3,500



2005 Sales / Marketing Department - BONUS TRACKING FORM
(Budget vs. Actual)

DOS

HOTEL: Fairfield Inn - MONTGOMERY
 Sales/Marketing Associate: Heather Watts
 Market Segments Represented: LNR/Groups/Gov
 Date Report Submitted: 4/4/2005
 Prepared by: Heather Watts, DOSM

	TOT HOTEL RM. REV BUDGET	TOT HOTEL RM. REV ACTUAL	DIF	TOT HOTEL SALES DEPT RM. REV BUDGET	TOT HOTEL SALES DEPT RM. REV ACTUAL	DIF	HOTEL REVPAR INDEX BUDGET	HOTEL REVPAR INDEX ACTUAL	DIF
January	126720	132262	5542	46373	47401	1028	30.73	32.08	1.35
February	148958	160962	12004	46670	46257	-413	40	42.37	2.37
March	171121	207293	36172	54461	75247	20786	41.53	50.28	8.75
1st QTR TOTALS	446799	500517	53718	147504	168905	21401	112.26	124.73	12.47
April	183695		-183695	58068		-58068	44.73		-44.73
May	180682		-180682	59137		-59137	42.54		-42.54
June	176937		-176937	50434		-50434	43.05		-43.05
2nd QTR TOTALS	541314	0	-541314	167639	0	-167639	130.32	0	-130.32
July	183606		-183606	60399		-60399	43.26		-43.26
August	175764		-175764	40460		-40460	41.43		-41.43
September	155868		-155868	51759		-51759	38		-38
3rd QTR TOTALS	515238	0	-515238	152618	0	-152618	122.69	0	-122.69
October	178252		-178252	57839		-57839	42.02		-42.02
November	156587		-156587	55641		-55641	38.11		-38.11
December	115022		-115022	32999		-32999	27.08		-27.08
4th QTR TOTALS	449861	0	-449861	146479	0	-146479	107.21	0	-107.21
ANNUAL TOTALS			-1452695			-445335			-347.75

DOS

2005 Sales / Marketing Department - BONUS TRACKING FORM
(Budget vs. Actual)

HOTEL: Fairfield Inn - MONTGOMERY
Sales/Marketing Associate: Heather Watts
Market Segments Represented: LNR/Groups/Gov
Date Report Submitted: 3/3/2005
Prepared by: Heather Watts, DOSM

	TOT HOTEL RM. REV BUDGET	TOT HOTEL RM. REV ACTUAL	DIF	TOT HOTEL SALES DEPT RM. REV BUDGET	TOT HOTEL SALES DEPT RM. REV ACTUAL	DIF	HOTEL REVPAR INDEX BUDGET	HOTEL REVPAR INDEX ACTUAL	DIF
January	126720	132262	5542	46373	47401	1028	30.73	32.08	1.35
February	148958	160962	12004	46670	46257	-413	40	42.37	2.37
March	171121	-171121	-171121	54461	-54461	-54461	41.53	-41.53	-41.53
1st QTR TOTALS	446799	293224	-153575	147504	93658	-53846	112.26	74.45	-37.81
April	183695	-183695	-183695	58068	-58068	-58068	44.73	-44.73	-44.73
May	180682	-180682	-180682	59137	-59137	-59137	42.54	-42.54	-42.54
June	176937	-176937	-176937	50434	-50434	-50434	43.05	-43.05	-43.05
2nd QTR TOTALS	541314	0	-541314	167639	0	-167639	130.32	0	-130.32
July	183606	-183606	-183606	60399	-60399	-60399	43.26	-43.26	-43.26
August	175764	-175764	-175764	40460	-40460	-40460	41.43	-41.43	-41.43
September	155868	-155868	-155868	51759	-51759	-51759	38	-38	-38
3rd QTR TOTALS	515238	0	-515238	152618	0	-152618	122.69	0	-122.69
October	178252	-178252	-178252	57839	-57839	-57839	42.02	-42.02	-42.02
November	156587	-156587	-156587	55641	-55641	-55641	38.11	-38.11	-38.11
December	115022	-115022	-115022	32999	-32999	-32999	27.08	-27.08	-27.08
4th QTR TOTALS	449861	0	-449861	146479	0	-146479	107.21	0	-107.21
ANNUAL TOTALS			-1659988			-520582			-398.03

Monday 1/31/2005

Daily Report

Company: Montgomery Ventures, LLC

Property: Fairfield Inn by Marriott - Montgomery, AL

Description	Today's Amount	PTD	PTD Last Year	Variance PTD Last Year vs This Year	PTD Budget	Variance PTD Budget vs Actual PTD
Revenue						
<u>Room Revenue</u>						
10 - Regular Weekday Rate	0.00	15,048	47,353	-32,305	0	15,048
12 - Corporate Rate	1,838.00	42,707	648	42,058	58,469	-15,763
16 - Government	1,682.00	18,130	10,551	7,579	10,488	7,642
17 - Local Corporate	0.00	-49	35,637	-35,686	8,850	-8,899
20 - Regular Weekend Rate	0.00	256	742	-486	0	256
25 - Other Discounts	1,572.53	36,505	12,421	24,084	20,228	16,277
28 - Marriott Employee Rate	35.00	3,360	1,573	1,787	1,610	1,750
32 - Local Promotion	0.00	0	7,066	-7,066	0	0
Room Revenue Group	2,015.00	16,459	0	16,459	27,075	-10,616
Room Revenue Allowances and	0.00	-154	0	-154	0	-154
Total Room Revenue	7,142.53	132,262	115,992	16,271	126,720	5,542
<u>Telephone Revenue</u>						
Local Telephone Revenue	0.00	0	0	0	0	0
Long Distance Telephone	161.94	-695	789	-1,484	592	-1,287
Pay Phone Commissions	0.00	0	225	-225	0	0
Operator Commissions	0.00	0	0	0	0	0
Total Telephone Revenue	161.94	-695	1,014	-1,708	592	-1,287
<u>Other Revenue</u>						
No-Show Revenue	4.00	0	982	-982	1,267	-1,267
Guest Laundry	0.00	0	7	-7	260	-260
Guest Paid Outs	0.00	0	0	0	0	0
Guest Resales	0.00	0	0	0	0	0
Long Term Stay	0.00	0	0	0	0	0
Pay Television	24.97	1,025	1,201	-176	1,231	-206
Vending Machine Commissions	0.00	0	0	0	189	-189
Miscellaneous Revenue	68.94	63	0	63	0	63
Total Other Revenue	97.91	1,089	2,190	-1,102	2,947	-1,858
<u>Sales Tax</u>						
State Sales Tax	283.58	5,226	4,616	610	0	5,226
County Sales Tax	603.11	11,120	9,792	1,328	0	11,120
Total Sales Tax	886.69	16,346	14,409	1,937	0	16,346
Total Revenue	8,289.07	149,002	133,604	15,398	130,259	18,743
Sales Tax Reconciliation						
<u>Tax Exempt Revenue</u>						
State Tax Exempt Room Revenue	0.00	7	0	7	0	7
Room State Sales Tax	285.70	5,290	4,640	651	5,069	221
Room Sales Tax Variance	2.12	64	23	41	5,069	-5,004
City Lodging Tax	589.26	10,912	9,569	1,342	10,454	457
City Sales Tax Variance	-13.85	-208	-223	15	10,454	-10,663

Monday 1/31/2005

Company: Montgomery Ventures, LLC

Property: Fairfield Inn by Marriott - Montgomery, AL

Description	Today's Amount	PTD	PTD Last Year	Variance PTD Last Year vs This Year	PTD Budget	Variance PTD Budget vs Actual PTD
Receipts						
<u>Cash</u>						
Cash Receipt per Audit Report	1,044.03	31,726.20	33,792.82	-2,066.62	0.00	31,726.20
<u>Credit Cards</u>						
Mastercard/Visa	1,028.32	85,239.14	70,038.21	15,200.93	0.00	85,239.14
American Express	348.73	26,892.60	20,417.23	6,475.37	0.00	26,892.60
Discover	331.90	4,871.07	3,698.94	1,172.13	0.00	4,871.07
Diners Club	0.00	738.05	1,060.42	-322.37	0.00	738.05
Total Credit Card Receivable	1,708.95	117,740.86	95,214.80	22,526.06	0.00	117,740.86
<u>Paid Outs</u>						
Guest Paid Out	0.00	0.00	365.78	-365.78	0.00	0.00
Total Paid Outs	0.00	0.00	365.78	-365.78	0.00	0.00
Petty Cash Expense Item	27.40	1,806	1,334	473	0	1,806
Total Cash & Credit Cards	2,780.38	151,273.42	130,706.97	20,566.45	0.00	151,273.42
Summary						
<u>Revenue Summary</u>						
Room Revenue	7,142.53	132,262	115,992	16,271	126,720	5,542
Telephone Revenue	161.94	-695	1,014	-1,708	592	-1,287
Other Revenue	97.91	1,089	2,190	-1,102	2,947	-1,858
Tax Collections	886.69	16,346	14,409	1,937	0	16,346
Total Receipts	8,289.07	149,002	133,604	15,398	130,259	18,743
Total All Receipts	8,289.07					
Plus: AR Beginning Balance	35,817.87					
Less Payments	2,780.38					
Net Ending Balance	41,326.56					
<u>Account Receivable</u>						
Guest Ledger	11,847.67					
City Ledger	30,599.55					
Advance Deposits	-1,120.66					
Total A/R	41,326.56					
Out of Balance Amount	0.00					
<u>Accounts Receivable Aging</u>						
Current	0.00					
30+	0.00					
60+	0.00					
90+	0.00					
Over 120	0.00					
Total A/R Aging	0.00					

Monday 1/31/2005

Company: Montgomery Ventures, LLC

Property: Fairfield Inn by Marriott - Montgomery, AL

Description	Today's Amount	PTD	PTD Last Year	Variance PTD Last Year vs This Year	PTD Budget	Variance PTD Budget vs Actual PTD
<u>Cash Reconciliation</u>						
Total Cash Received	1,044.03	31,726.20	33,792.82	-2,066.62	0.00	31,726.20
Total Paid-Outs	0.00	0.00	365.78	-365.78	0.00	0.00
Estimated Deposit	1,044.03	31,726.20	33,427.04	-1,700.84	0.00	31,726.20
Actual Cash Deposit	1,044.03	31,542.91	32,093.47	-550.56	0.00	31,542.91
Cash Over/Short - Petty Cash	0.00	-183.29	-1,333.57	1,150.28	0.00	-183.29
<u>Room Statistics</u>						
Occupancy	87.22%	56.32%	54.62%	1.70%	54.57%	1.75%
Occupancy with Comp Rooms	87.97%	57.31%	55.01%	2.30%	54.57%	2.74%
Average Daily Rate	61.57	56.96	51.51	5.45	56.32	0.64
Average Daily Rate with Comp	61.05	55.97	51.14	4.83	56.32	-0.35
Revenue Per Available Room	53.70	32.08	28.13	3.95	30.73	1.34
10 - Rooms Sold Weekday Rate	0	245	866	-621	870	-625
12 - Rooms Sold Corporate	28	567	14	553	0	567
16 - Room Sold Government	26	323	165	158	184	139
17 - Local Corporate	0	9	740	-731	150	-141
20 - Rooms Sold Weekend Rate	0	0	24	-24	0	0
25 - Rooms Sold Other Discount	30	874	250	624	525	349
28 - Rooms Sold Employee Rate	1	102	47	55	46	56
32- Rooms Sold Local Promotion	0	0	146	-146	0	0
Room Sold Group	31	202	0	202	475	-273
Total Rooms Sold	116	2,322	2,252	70	2,250	72
Complimentary Rooms	1	41	16	25	0	41
Total Rooms Occupied	117	2,363	2,268	95	2,250	113
Out of Order Rooms		0	267	-267	0	0
No Show Rooms		0	27	-27	0	0
Walk-Ins		0	628	-628	0	0
Unexpected Departures		0	113	-113	0	0

Monday 2/28/2005

Company: Montgomery Ventures, LLC

Property: Fairfield Inn by Marriott - Montgomery, AL

Description	Today's Amount	PTD	PTD Last Year	Variance PTD Last Year vs This Year	PTD Budget	Variance PTD Budget vs Actual PTD
Revenue						
<u>Room Revenue</u>						
10 - Regular Weekday Rate	0.00	10,727	56,369	-45,642	0	10,727
12 - Corporate Rate	1,744.00	57,337	339	56,998	67,14	-9,805
16 - Government	780.00	20,420	10,399	10,021	15,282	5,139
17 - Local Corporate	0.00	2,115	59,742	-57,627	8,850	-6,735
20 - Regular Weekend Rate	0.00	899	1,972	-1,073	0	899
25 - Other Discounts	940.00	45,546	18,991	26,555	32,331	13,215
28 - Marriott Employee Rate	35.00	1,915	1,564	351	2,815	-900
32 - Local Promotion	0.00	0	7,770	-7,770	0	0
Room Revenue Group	4,095.00	22,002	637	21,365	22,538	-536
Room Revenue Allowances and	0.00	0	0	0	0	0
Total Room Revenue	7,594.00	160,962	157,784	3,178	148,958	12,004
<u>Telephone Revenue</u>						
Local Telephone Revenue	0.00	88	97	-9	0	88
Long Distance Telephone	157.30	2,544	3,887	-1,342	693	1,851
Pay Phone Commissions	0.00	0	0	0	0	0
Operator Commissions	0.00	0	0	0	0	0
Total Telephone Revenue	157.30	2,632	3,983	-1,351	693	1,939
<u>Other Revenue</u>						
No-Show Revenue	59.00	428	1,660	-1,232	1,490	-1,062
Guest Laundry	8.32	8	69	-61	305	-297
Guest Paid Outs	0.00	0	0	0	0	0
Guest Resales	0.00	0	0	0	0	0
Long Term Stay	0.00	0	0	0	0	0
Pay Television	55.97	720	1,659	-939	1,442	-722
Vending Machine Commissions	0.00	135	132	3	222	-87
Miscellaneous Revenue	0.00	136	-8	144	0	136
Total Other Revenue	123.29	1,427	3,512	-2,084	3,459	-2,032
<u>Sales Tax</u>						
State Sales Tax	301.40	6,191	6,331	-141	0	6,191
County Sales Tax	641.05	13,160	13,465	-304	0	13,160
Total Sales Tax	942.45	19,351	19,796	-445	0	19,351
Total Revenue	8,817.04	184,372	185,074	-703	153,110	31,262
Sales Tax Reconciliation						
<u>Tax Exempt Revenue</u>						
State Tax Exempt Room Revenue	0.00	0	0	0	0	0
Room State Sales Tax	303.76	6,438	6,311	127	5,958	480
Room Sales Tax Variance	2.36	248	-20	268	5,958	-5,710
City Lodging Tax	626.51	13,279	13,017	262	12,289	990
City Sales Tax Variance	-14.55	119	-448	567	12,289	-12,170

Company: Montgomery Ventures, LLC

Property: Fairfield Inn by Marriott - Montgomery, AL

Description	Today's Amount	PTD	PTD Last Year	Variance PTD Last Year vs This Year	PTD Budget	Variance PTD Budget vs Actual PTD
Receipts						
<u>Cash</u>						
Cash Receipt per Audit Report	279.00	32,407.77	47,059.56	-14,651.79	0.00	32,407.77
<u>Credit Cards</u>						
Mastercard/Visa	891.06	104,872.15	103,952.55	919.60	0.00	104,872.15
American Express	-191.28	32,674.91	32,249.30	425.61	0.00	32,674.91
Discover	55.13	4,698.36	3,997.98	700.38	0.00	4,698.36
Diners Club	0.00	1,743.22	793.11	950.11	0.00	1,743.22
Total Credit Card Receivable	754.91	143,988.64	140,992.94	2,995.70	0.00	143,988.64
<u>Paid Outs</u>						
Guest Paid Out	0.00	0.00	406.72	-406.72	0.00	0.00
Total Paid Outs	0.00	0.00	406.72	-406.72	0.00	0.00
Petty Cash Expense Item	52.90	1,260	922	338	0	1,260
Total Cash & Credit Cards	1,086.81	177,656.61	189,381.69	-11,725.08	0.00	177,656.61
Summary						
<u>Revenue Summary</u>						
Room Revenue	7,594.00	160,962	157,784	3,178	148,958	12,004
Telephone Revenue	157.30	2,632	3,983	-1,351	693	1,939
Other Revenue	123.29	1,427	3,512	-2,084	3,459	-2,032
Tax Collections	942.45	19,351	19,796	-445	0	19,351
Total Receipts	8,817.04	184,372	185,074	-703	153,110	31,262
Total All Receipts	8,817.04					
Plus: AR Beginning Balance	40,311.55					
Less Payments	1,086.81					
Net Ending Balance	48,041.78					
<u>Account Receivable</u>						
Guest Ledger	17,922.53					
City Ledger	32,582.99					
Advance Deposits	-2,463.74					
Total A/R	48,041.78					
Out of Balance Amount	0.00					
<u>Accounts Receivable Aging</u>						
Current	0.00					
30+	0.00					
60+	0.00					
90+	0.00					
Over 120	0.00					
Total A/R Aging	0.00					

Monday 2/28/2005

Company: Montgomery Ventures, LLC

Property: Fairfield Inn by Marriott - Montgomery, AL

Description	Today's Amount	PTD	PTD Last Year	Variance PTD Last Year vs This Year	PTD Budget	Variance PTD Budget vs Actual PTD
<u>Cash Reconciliation</u>						
Total Cash Received	279.00	32,407.77	47,059.56	-14,651.79	0.00	32,407.77
Total Paid-Outs	0.00	0.00	406.72	-406.72	0.00	0.00
Estimated Deposit	279.00	32,407.77	46,652.84	-14,245.07	0.00	32,407.77
Actual Cash Deposit	278.00	32,438.80	45,490.76	-13,051.96	0.00	32,438.80
Cash Over/Short - Petty Cash	-1.00	31.03	-1,162.08	1,193.11	0.00	31.03
<u>Room Statistics</u>						
Occupancy	91.73%	72.96%	81.36%	-8.40%	71.15%	1.81%
Occupancy with Comp Rooms	93.98%	74.14%	82.30%	-8.16%	71.15%	2.99%
Average Daily Rate	62.25	59.24	52.07	7.17	56.22	3.02
Average Daily Rate with Comp	60.75	58.30	51.48	6.82	56.22	2.08
Revenue Per Available Room	57.10	43.22	42.37	0.85	40.00	3.22
10 - Rooms Sold Weekday Rate	0	50	984	-934	1,015	-965
12 - Rooms Sold Corporate	28	864	12	852	0	864
16 - Room Sold Government	12	350	243	107	268	82
17 - Local Corporate	0	0	1,139	-1,139	150	-150
20 - Rooms Sold Weekend Rate	0	0	18	-18	0	0
25 - Rooms Sold Other Discount	18	969	384	585	754	215
28 - Rooms Sold Employee Rate	1	62	57	5	80	-18
32- Rooms Sold Local Promotion	0	0	193	-193	0	0
Room Sold Group	63	422	0	422	382	40
Total Rooms Sold	122	2,717	3,030	-313	2,650	67
Complimentary Rooms	3	44	35	9	0	44
Total Rooms Occupied	125	2,761	3,065	-304	2,650	111
Out of Order Rooms		0	24	-24	0	0
No Show Rooms		0	19	-19	0	0
Walk-Ins		0	241	-241	0	0
Unexpected Departures		0	85	-85	0	0

Company: Montgomery Ventures, LLC

Property: Fairfield Inn by Marriott - Montgomery, AL

Description	Today's Amount	PTD	PTD Last Year	Variance PTD Last Year vs This Year	PTD Budget	Variance PTD Budget vs Actual PTD
Revenue						
<u>Room Revenue</u>						
10 - Regular Weekday Rate	4,560.20	14,216	81,903	-67,687	0	14,216
12 - Corporate Rate	2,395.00	48,843	488	48,354	80,662	-31,819
16 - Government	531.00	27,831	10,426	17,405	14,100	13,731
17 - Local Corporate	236.00	619	38,339	-37,720	11,800	-11,181
20 - Regular Weekend Rate	-20.00	4,521	128	4,393	0	4,521
25 - Other Discounts	0.00	60,063	21,997	38,066	31,931	28,132
28 - Marriott Employee Rate	0.00	3,822	1,531	2,291	2,164	1,658
32 - Local Promotion	0.00	730	5,217	-4,487	0	730
Room Revenue Group	0.00	46,797	0	46,797	30,562	16,235
Room Revenue Allowances and	0.00	-148	0	-148	0	-148
Total Room Revenue	7,702.20	207,293	160,028	47,265	171,219	36,074
<u>Telephone Revenue</u>						
Local Telephone Revenue	0.00	0	422	-422	0	0
Long Distance Telephone	-1,421.76	350	-1,786	2,136	789	-439
Pay Phone Commissions	0.00	0	0	0	0	0
Operator Commissions	0.00	0	0	0	0	0
Total Telephone Revenue	-1,421.76	350	-1,363	1,713	789	-439
<u>Other Revenue</u>						
No-Show Revenue	-177.00	-535	1,575	-2,110	1,712	-2,247
Guest Laundry	0.00	245	11	234	347	-102
Guest Paid Outs	0.00	0	0	0	0	0
Guest Resales	0.00	0	0	0	0	0
Long Term Stay	0.00	0	0	0	0	0
Pay Television	0.00	557	1,792	-1,235	1,641	-1,084
Vending Machine Commissions	0.00	195	144	52	252	-57
Miscellaneous Revenue	0.00	83	-35	118	0	83
Total Other Revenue	-177.00	545	3,486	-2,941	3,952	-3,407
<u>Sales Tax</u>						
State Sales Tax	301.01	8,155	6,413	1,743	0	8,155
County Sales Tax	640.18	17,379	13,669	3,710	0	17,379
Total Sales Tax	941.19	25,534	20,082	5,453	0	25,534
Total Revenue	7,044.63	233,723	182,233	51,490	175,960	57,763
Sales Tax Reconciliation						
<u>Tax Exempt Revenue</u>						
State Tax Exempt Room Revenue	0.00	0	0	0	0	0
Room State Sales Tax	308.09	8,292	6,401	1,891	6,849	1,443
Room Sales Tax Variance	7.08	136	-12	148	6,849	-6,712
City Lodging Tax	635.43	17,102	13,202	3,899	14,126	2,976
City Sales Tax Variance	-4.75	-277	-467	190	14,126	-14,403

Company: Montgomery Ventures, LLC

Property: Fairfield Inn by Marriott - Montgomery, AL

Description	Today's Amount	PTD	PTD Last Year	Variance PTD Last Year vs This Year	PTD Budget	Variance PTD Budget vs Actual PTD
Receipts						
<u>Cash</u>						
Cash Receipt per Audit Report	592.99	25,907.47	26,676.90	-769.43	0.00	25,907.47
<u>Credit Cards</u>						
Mastercard/Visa	5,653.49	100,411.68	99,767.06	644.62	0.00	100,411.68
American Express	855.05	33,326.28	39,983.56	-6,657.28	0.00	33,326.28
Discover	0.00	5,392.96	6,095.62	-702.66	0.00	5,392.96
Diners Club	77.63	62,722.01	4,269.78	58,452.23	0.00	62,722.01
Total Credit Card Receivable	6,586.17	201,852.93	150,116.02	51,736.91	0.00	201,852.93
<u>Paid Outs</u>						
Guest Paid Out	0.00	0.00	369.01	-369.01	0.00	0.00
Total Paid Outs	0.00	0.00	369.01	-369.01	0.00	0.00
Petty Cash Expense Item	103.44	786	1,051	-265	0	786
Total Cash & Credit Cards	7,282.60	228,546.13	178,212.71	50,333.42	0.00	228,546.13
Summary						
<u>Revenue Summary</u>						
Room Revenue	7,702.20	207,293	160,028	47,265	171,219	36,074
Telephone Revenue	-1,421.76	350	-1,363	1,713	789	-439
Other Revenue	-177.00	545	3,486	-2,941	3,952	-3,407
Tax Collections	941.19	25,534	20,082	5,453	0	25,534
Total Receipts	7,044.63	233,723	182,233	51,490	175,960	57,763
Total All Receipts	7,044.63					
Plus: AR Beginning Balance	53,456.45					
Less Payments	7,282.60					
Net Ending Balance	53,218.48					
<u>Account Receivable</u>						
Guest Ledger	19,531.14					
City Ledger	35,683.34					
Advance Deposits	-1,996.00					
Total A/R	53,218.48					
Out of Balance Amount	0.00					
<u>Accounts Receivable Aging</u>						
Current	0.00					
30+	0.00					
60+	0.00					
90+	0.00					
Over 120	0.00					
Total A/R Aging	0.00					

Thursday 3/31/2005

Company: Montgomery Ventures, LLC

Property: Fairfield Inn by Marriott - Montgomery, AL

Description	Today's Amount	PTD	PTD Last Year	Variance PTD Last Year vs This Year	PTD Budget	Variance PTD Budget vs Actual PTD
<u>Cash Reconciliation</u>						
Total Cash Received	592.99	25,907.47	26,676.90	-769.43	0.00	25,907.47
Total Paid-Outs	0.00	0.00	369.01	-369.01	0.00	0.00
Estimated Deposit	592.99	25,907.47	26,307.89	-400.42	0.00	25,907.47
Actual Cash Deposit	546.44	25,485.17	25,306.17	179.00	0.00	25,485.17
Cash Over/Short - Petty Cash	-46.55	-422.30	-1,001.72	579.42	0.00	-422.30
<u>Statistics</u>						
<u>Room Statistics</u>						
Occupancy	94.74%	83.51%	71.04%	12.47%	71.53%	11.98%
Occupancy with Comp Rooms	95.49%	84.74%	71.70%	13.04%	71.53%	13.21%
Average Daily Rate	61.13	60.21	54.64	5.57	58.06	2.15
Average Daily Rate with Comp	60.65	59.33	54.14	5.19	58.06	1.27
Revenue Per Available Room	57.91	50.28	38.81	11.46	41.53	8.75
10 - Rooms Sold Weekday Rate	0	65	1,398	-1,333	1,095	-1,030
12 - Rooms Sold Corporate	39	758	8	750	0	758
16 - Room Sold Government	18	329	178	151	247	82
17 - Local Corporate	0	0	665	-665	200	-200
20 - Rooms Sold Weekend Rate	0	0	94	-94	0	0
25 - Rooms Sold Other Discount	56	1,343	427	916	827	516
28 - Rooms Sold Employee Rate	4	52	41	11	62	-10
32- Rooms Sold Local Promotion	0	0	118	-118	0	0
Room Sold Group	9	896	0	896	518	378
Total Rooms Sold	126	3,443	2,929	514	2,949	494
Complimentary Rooms	1	51	27	24	0	51
Total Rooms Occupied	127	3,494	2,956	538	2,949	545
Out of Order Rooms		0	64	-64	0	0
No Show Rooms		0	39	-39	0	0
Walk-Ins		0	449	-449	0	0
Unexpected Departures		0	161	-161	0	0

Heather Watts
DOSM
2005 2nd Quarter Bonus Tracking Results
Submitted 7/7/05

- 1) Total Hotel RM Rev Budget (Apr/May/Jun) = \$525,617
Succeeded by \$ \$26,145
Total Hotel RM Actual (Apr/May/Jun) = \$ \$551,762

- 2) Total Hotel Sales Dept. RM Rev Budget (Apr/May/Jun) = \$167,639
Succeeded by \$ \$33,490
Total Hotel Sales Dept. RM Rev Actual (Apr/May/Jun) = \$201,129

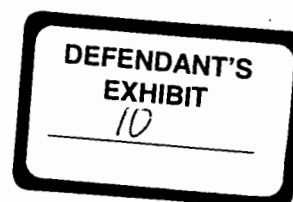
- 3) Hotel RevPar Index Budget (Apr/May/Jun) = 130.32
Succeeded by 6.51
Hotel RevPar Index Actual (Apr/May/Jun) = 136.83

Payout Equals:

Annual Salary divided by 4 to get Quarterly Salary = \$9,500

- 1) Hotel RM Rev Actual \$ \$9,500 x 25% = \$2,375
- 2) Hotel Sales Dept. Rm Rev \$9,500 x 10% = \$950.00
- 3) Hotel RevPar Index \$9,500 x 5% = \$475.00

Total Payout \$ 3,800



2005 Sales / Marketing Department - BONUS TRACKING FORM
(Budget vs. Actual)

DOS

HOTEL: Fairfield Inn - MONTGOMERY
 Sales/Marketing Associate: Heather Watts
 Market Segments Represented: LNR/Groups/Gov
 Date Report Submitted: 7/7/2005
 Prepared by: Heather Watts, DOSM

	TOT HOTEL RM. REV BUDGET	TOT HOTEL RM. REV ACTUAL	DIFF	TOT HOTEL SALES DEPT RM. REV BUDGET	TOT HOTEL SALES DEPT RM. REV ACTUAL	DIFF	HOTEL REVPAR INDEX BUDGET	HOTEL REVPAR INDEX ACTUAL	DIFF
January	126720	132262	5542	46373	47401	1028	30.73	32.08	1.35
February	148958	160962	12004	46670	46257	-413	40	42.37	2.37
March	171121	207293	36172	54461	75247	20786	41.53	50.28	8.75
1st QTR TOTALS	446799	500517	53718	147504	168905	21401	112.26	124.73	12.47
April	178457	181712	3255	58068	63208	5140	44.73	45.54	0.81
May	175379	178954	3575	59137	54229	-4908	42.54	43.4	0.86
June	171781	191096	19315	50434	83692	33258	43.05	47.89	4.84
2nd QTR TOTALS	525617	551762	26145	167639	201129	33490	130.32	136.83	6.51
July	183606		-183606	60399		-60399	43.26		-43.26
August	175764		-175764	40460		-40460	41.43		-41.43
September	155868		-155868	51759		-51759	38		-38
3rd QTR TOTALS	515238	0	-515238	152618	0	-152618	122.69	0	-122.69
October	178252		-178252	57839		-57839	42.02		-42.02
November	156587		-156587	55641		-55641	38.11		-38.11
December	115022		-115022	32999		-32999	27.08		-27.08
4th QTR TOTALS	449861	0	-449861	146479	0	-146479	107.21	0	-107.21
ANNUAL TOTALS			-885236			-244206			-210.92

Thursday 6/30/2005

Company: Montgomery Ventures, LLC

Property: Fairfield Inn by Marriott - Montgomery, AL

Description	Today's Amount	PTD	PTD Last Year	Variance PTD Last Year vs This Year	PTD Budget	Variance PTD Budget vs Actual PTD
Revenue						
Room Revenue						
10 - Regular Weekday Rate	0.00	4,223	41,596	-37,373	0	4,223
12 - Corporate Rate	1,157.00	55,619	962	55,654	73,792	-17,176
16 - Government	65.00	34,197	14,604	19,593	15,577	18,620
17 - Local Corporate	0.00	930	57,397	-56,467	11,800	-10,870
20 - Regular Weekend Rate	0.00	4,445	1,426	3,019	0	4,445
25 - Other Discounts	2,406.75	41,157	18,983	22,174	44,202	-3,045
28 - Marriott Employee Rate	175.00	1,238	2,485	-1,247	3,352	-2,114
32 - Local Promotion	0.00	-276	34,059	-34,335	0	-276
Room Revenue Group	59.00	48,565	0	48,565	23,058	51,507
Room Revenue Allowances and	0.00	0	0	0	0	0
Total Room Revenue	3,862.75	191,096 83,192	171,512	19,508 +	171,791	19,315
Telephone Revenue						
Local Telephone Revenue	0.00	33	291	-257	0	33
Long Distance Telephone	23.05	615	302	313	775	-160
Pay Phone Commissions	0.00	0	0	0	0	0
Operator Commissions	0.00	0	0	0	0	0
Total Telephone Revenue	23.05	648	593	55	775	-127
Other Revenue						
No-Show Revenue	69.00	-62	359	-421	1,718	-1,780
Guest Laundry	0.00	390	84	306	341	49
Guest Paid Outs	0.00	0	-66	66	0	0
Guest Resales	0.00	0	0	0	0	0
Long Term Stay	0.00	0	64	-64	0	0
Pay Television	0.00	0	1,335	-1,335	1,611	-1,611
Vending Machine Commissions	0.00	259	0	259	248	11
Miscellaneous Revenue	55.13	-255	-109	-146	0	-255
Total Other Revenue	124.13	333	1,668	-1,335	3,918	-3,585
Sales Tax						
State Sales Tax	157.27	7,607	7,239	368	0	7,607
County Sales Tax	334.45	16,178	15,720	459	0	16,178
Total Sales Tax	491.72	23,785	22,959	827	0	23,785
Total Revenue	4,501.65	215,862	196,731	19,130	176,474	39,388
Sales Tax Reconciliation						
Tax Exempt Revenue						
State Tax Exempt Room Revenue	0.00	0	0	0	0	0
Room State Sales Tax	154.51	7,644	6,860	783	6,871	773
Room Sales Tax Variance	-2.76	37	-378	415	6,871	-6,834
City Lodging Tax	318.68	15,765	14,150	1,616	14,172	1,593
City Sales Tax Variance	-15.77	-413	-1,570	1,157	14,172	-14,585

Thursday 6/30/2005

Company: Montgomery Ventures, LLC

Property: Fairfield Inn by Marriott - Montgomery, AL

Description	Today's Amount	PTD	PTD Last Year	Variance PTD Last Year vs This Year	PTD Budget	Variance PTD Budget vs Actual PTD
Receipts						
<u>Cash</u>						
Cash Receipt per Audit Report	333.67	25,217.38	19,048.42	6,168.96	0.00	25,217.38
<u>Credit Cards</u>						
Mastercard/Visa	3,508.99	152,681.49	126,243.08	26,438.41	0.00	152,681.49
American Express	2,165.75	26,288.70	33,393.72	-7,105.02	0.00	26,288.70
Discover	219.39	9,426.41	6,593.72	2,832.69	0.00	9,426.41
Diners Club	0.00	2,069.21	3,948.77	-1,879.56	0.00	2,069.21
Total Credit Card Receivable	5,894.13	190,465.81	170,179.29	20,286.52	0.00	190,465.81
<u>Paid Outs</u>						
Guest Paid Out	0.00	0.00	302.85	-302.85	0.00	0.00
Total Paid Outs	0.00	0.00	302.85	-302.85	0.00	0.00
Petty Cash Expense Item	61.24	993	1,554	-561	0	993
Total Cash & Credit Cards	6,289.04	216,676.04	191,084.89	25,591.15	0.00	216,676.04
Summary						
<u>Revenue Summary</u>						
Room Revenue	3,862.75	191,096	171,512	19,583	171,781	19,315
Telephone Revenue	23.05	648	593	55	775	-127
Other Revenue	124.13	333	1,668	-1,335	3,918	-3,585
Tax Collections	491.72	23,785	22,959	827	0	23,785
Total Receipts	4,501.65	215,862	196,731	19,130	176,474	39,388
Total All Receipts	4,501.65					
Plus: AR Beginning Balance	59,134.55					
Less Payments	6,289.04					
Net Ending Balance	57,347.16					
<u>Account Receivable</u>						
Guest Ledger	-12,030.84					
City Ledger	45,316.32					
Advance Deposits	0.00					
Total A/R	57,347.16					
Out of Balance Amount	0.00					
<u>Accounts Receivable Aging</u>						
Current	0.00					
30+	0.00					
60+	0.00					
90+	0.00					
Over 120	0.00					
Total A/R Aging	0.00					

Thursday 6/30/2005

Company: Montgomery Ventures, LLC

Property: Fairfield Inn by Marriott - Montgomery, AL

Description	Today's Amount	PTD	PTD Last Year	Variance PTD Last Year vs This Year	PTD Budget	Variance PTD Budget vs Actual PTD
<u>Cash Reconciliation</u>						
Total Cash Received	333.67	25,217.38	19,048.42	6,168.96	0.00	25,217.38
Total Paid-Outs	0.00	0.00	302.85	-302.85	0.00	0.00
Estimated Deposit	333.67	25,217.38	18,745.57	6,471.81	0.00	25,217.38
Actual Cash Deposit	342.62	24,902.92	18,577.31	6,325.61	0.00	24,902.92
Cash Over/Short - Petty Cash	8.95	-314.46	-168.26	-146.20	0.00	-314.46
<u>Room Statistics</u>						
Occupancy	54.14%	79.92%	77.37%	2.55%	73.91%	6.01%
Occupancy with Comp Rooms	54.89%	81.38%	79.22%	2.16%	73.91%	7.47%
Average Daily Rate	53.65	59.92	55.56	4.36	58.25	1.68
Average Daily Rate with Comp	52.91	58.85	54.26	4.59	58.25	0.60
Revenue Per Available Room	29.04	47.89	42.99	4.91	43.05	4.84
10 - Rooms Sold Weekday Rate	0	0	640	-640	1,003	-1,003
12 - Rooms Sold Corporate	17	823	17	806	0	823
16 - Room Sold Government	1	353	242	111	255	98
17 - Local Corporate	0	0	1,126	-1,126	200	-200
20 - Rooms Sold Weekend Rate	0	59	12	47	0	59
25 - Rooms Sold Other Discount	48	1,057	389	668	1,017	40
28 - Rooms Sold Employee Rate	5	50	89	-39	96	-46
32- Rooms Sold Local Promotion	0	0	572	-572	0	0
Room Sold Group	1	847	0	847	378	469
Total Rooms Sold	72	3,189	3,087	102	2,949	240
Complimentary Rooms	1	58	74	-16	0	58
Total Rooms Occupied	73	3,247	3,161	86	2,949	298
Out of Order Rooms		0	43	-43	0	0
No Show Rooms		0	18	-18	0	0
Walk-Ins		0	256	-256	0	0
Unexpected Departures		0	73	-73	0	0

Saturday 4/30/2005

Company: Montgomery Ventures, LLC

Property: Fairfield Inn by Marriott - Montgomery, AL

Description	Today's Amount	PTD	PTD Last Year	Variance PTD Last Year vs This Year	PTD Budget	Variance PTD Budget vs Actual PTD
Revenue						
Room Revenue						
10 - Regular Weekday Rate	0.00	1,074	58,602	-57,529	0	1,074
12 - Corporate Rate	2,648.00	1,743	1,743	70,944	66,435	6,252
16 - Government	325.00	15,207	15,207	10,428	15,962	9,673
17 - Local Corporate	0.00	79,854	79,854	-77,856	10,226	-8,327
20 - Regular Weekend Rate	0.00	1,590	397	1,193	0	1,590
25 - Other Discounts	3,784.87	49,522	23,675	25,847	50,519	-997
28 - Marriott Employee Rate	105.00	3,287	1,754	1,533	3,435	-148
32 - Local Promotion	0.00	2,048	7,213	-5,165	0	2,048
Room Revenue Group	520.00	21,038	0	21,038	21,781	-10,743
Room Revenue Allowances and	0.00	2,833	0	2,833	0	2,833
Total Room Revenue	7,382.87	181,712	188,447	-6,734	178,437	3,255
Telephone Revenue						
Local Telephone Revenue	0.00	0	619	-619	0	0
Long Distance Telephone	-193.81	433	684	-251	778	-345
Pay Phone Commissions	0.00	0	0	0	0	0
Operator Commissions	0.00	0	0	0	0	0
Total Telephone Revenue	-193.81	433	1,303	-870	778	-345
Other Revenue						
No-Show Revenue	0.00	121	1,389	-1,268	1,785	-1,664
Guest Laundry	0.00	98	179	-81	342	-244
Guest Paid Outs	0.00	233	0	233	0	233
Guest Resales	0.00	0	0	0	0	0
Long Term Stay	0.00	0	0	0	0	0
Pay Television	0.00	0	1,854	-1,854	1,618	-1,618
Vending Machine Commissions	0.00	179	272	-93	249	-70
Miscellaneous Revenue	0.00	274	-6	279	0	274
Total Other Revenue	0.00	905	3,689	-2,784	3,994	-3,089
Sales Tax						
State Sales Tax	292.64	7,206	7,547	-342	0	7,206
County Sales Tax	622.38	15,358	16,045	-687	0	15,358
Total Sales Tax	915.02	22,564	23,592	-1,028	0	22,564
Total Revenue	8,104.08	205,615	217,031	-11,416	183,229	22,386
Sales Tax Reconciliation						
Tax Exempt Revenue						
State Tax Exempt Room Revenue	0.00	0	0	0	0	0
Room State Sales Tax	295.31	7,268	7,538	-269	7,138	130
Room Sales Tax Variance	2.67	63	-9	72	7,138	-7,075
City Lodging Tax	609.09	14,991	15,547	-556	14,723	269
City Sales Tax Variance	-13.29	-367	-498	131	14,723	-15,090

Saturday 4/30/2005

Company: Montgomery Ventures, LLC

Property: Fairfield Inn by Marriott - Montgomery, AL

Description	Today's Amount	PTD	PTD Last Year	Variance PTD Last Year vs This Year	PTD Budget	Variance PTD Budget vs Actual PTD
Receipts						
Cash						
Cash Receipt per Audit Report	197.01	31,659.53	26,784.83	4,874.70	0.00	31,659.53
Credit Cards						
Mastercard/Visa	3,637.45	116,977.83	145,600.57	-28,622.74	0.00	116,977.83
American Express	736.92	36,230.57	28,537.11	7,693.46	0.00	36,230.57
Discover	138.38	4,579.07	4,385.70	193.37	0.00	4,579.07
Diners Club	0.00	1,231.95	2,161.12	-929.17	0.00	1,231.95
Total Credit Card Receivable	4,512.75	159,019.42	180,684.50	-21,665.08	0.00	159,019.42
Paid Outs						
Guest Paid Out	0.00	232.86	668.14	-435.28	0.00	232.86
Total Paid Outs	0.00	232.86	668.14	-435.28	0.00	232.86
Petty Cash Expense Item	0.00	1,396	1,770	-373	0	1,396
Total Cash & Credit Cards	4,709.76	192,308.00	209,907.10	-17,599.10	0.00	192,308.00
Summary						
Revenue Summary						
Room Revenue	7,382.87	181,712	188,447	-6,734	178,457	3,255
Telephone Revenue	-193.81	433	1,303	-870	778	-345
Other Revenue	0.00	905	3,689	-2,784	3,994	-3,089
Tax Collections	915.02	22,564	23,592	-1,028	0	22,564
Total Receipts	8,104.08	205,615	217,031	-11,416	183,229	22,386
Total All Receipts	8,104.08					
Plus: AR Beginning Balance	63,130.75					
Less Payments	4,709.76					
Net Ending Balance	66,525.07					
Account Receivable						
Guest Ledger	29,232.70					
City Ledger	37,228.37					
Advance Deposits	64.00					
Total A/R	66,525.07					
Out of Balance Amount	0.00					
Accounts Receivable Aging						
Current	0.00					
30+	0.00					
60+	0.00					
90+	0.00					
Over 120	0.00					
Total A/R Aging	0.00					

Saturday 4/30/2005

Company: Montgomery Ventures, LLC

Property: Fairfield Inn by Marriott - Montgomery, AL

Description	Today's Amount	PTD	PTD Last Year	Variance PTD Last Year vs This Year	PTD Budget	Variance PTD Budget vs Actual PTD
<u>Cash Reconciliation</u>						
Total Cash Received	197.01	31,659.53	26,784.83	4,874.70	0.00	31,659.53
Total Paid-Outs	0.00	232.86	668.14	-435.28	0.00	232.86
Estimated Deposit	197.01	31,426.67	26,116.69	5,309.98	0.00	31,426.67
Actual Cash Deposit	197.01	31,352.58	21,692.76	9,659.82	0.00	31,352.58
Cash Over/Short - Petty Cash	0.00	-74.09	-4,423.93	4,349.84	0.00	-74.09
<u>Room Statistics</u>						
Occupancy	97.74%	77.34%	86.04%	-8.70%	76.41%	0.93%
Occupancy with Comp Rooms	99.25%	78.55%	86.39%	-7.84%	76.41%	2.14%
Average Daily Rate	56.79	58.88	54.89	3.99	58.53	0.35
Average Daily Rate with Comp	55.93	57.98	54.67	3.31	58.53	-0.55
Revenue Per Available Room	55.51	45.51	47.23	1.69	44.72	0.82
10 - Rooms Sold Weekday Rate	0	35	988	-953	924	-889
12 - Rooms Sold Corporate	40	1,058	14	1,044	0	1,058
16 - Room Sold Government	5	371	235	136	262	109
17 - Local Corporate	0	0	1,521	-1,521	175	-175
20 - Rooms Sold Weekend Rate	0	56	6	50	0	56
25 - Rooms Sold Other Discount	74	1,102	459	643	1,069	33
28 - Rooms Sold Employee Rate	3	63	52	11	98	-35
32 - Rooms Sold Local Promotion	0	0	158	-158	0	0
Room Sold Group	8	401	0	401	521	-120
Total Rooms Sold	130	3,086	3,433	-347	3,049	37
Complimentary Rooms	2	48	14	34	0	48
Total Rooms Occupied	132	3,134	3,447	-313	3,049	85
Out of Order Rooms		0	85	-85	0	0
No Show Rooms		0	35	-35	0	0
Walk-Ins		0	297	-297	0	0
Unexpected Departures		0	127	-127	0	0

Tuesday 5/31/2005

Company: Montgomery Ventures, LLC

Property: Fairfield Inn by Marriott - Montgomery, AL

Description	Today's Amount	PTD	PTD Last Year	Variance PTD Last Year vs This Year	PTD Budget	Variance PTD Budget vs Actual PTD
Revenue						
<u>Room Revenue</u>						
10 - Regular Weekday Rate	0.00	2,000	62,916	-60,917	0	2,000
12 - Corporate Rate	2,732.00	84,064	744	83,319	82,485	1,579
16 - Government	520.00	17,278	14,616	2,661	15,680	1,588
17 - Local Corporate	0.00	219	33,914	-33,696	18,323	-10,106
20 - Regular Weekend Rate	0.00	460	4,229	-3,769	0	460
25 - Other Discounts	1,745.00	53,576	27,211	26,365	31,506	22,070
28 - Marriott Employee Rate	210.00	1,439	1,711	-272	2,251	-812
32 - Local Promotion	0.00	0	29,082	-29,082	0	0
Room Revenue Group	0.00	19,920	1,371	18,549	33,123	-13,203
Room Revenue Allowances and	0.00	0	0	0	59,137	0
Total Room Revenue	5,207.00	178,954	175,794	+ 3,160	175,579	3,575
<u>Telephone Revenue</u>						
Local Telephone Revenue	0.00	41	858	-818	0	41
Long Distance Telephone	285.41	518	1,067	-549	800	-282
Pay Phone Commissions	0.00	0	0	0	0	0
Operator Commissions	0.00	0	0	0	0	0
Total Telephone Revenue	285.41	559	1,925	-1,366	800	-241
<u>Other Revenue</u>						
No-Show Revenue	0.00	903	477	426	1,754	-851
Guest Laundry	4.68	140	64	76	352	-212
Guest Paid Outs	0.00	0	281	-281	0	0
Guest Resales	0.00	0	0	0	0	0
Long Term Stay	0.00	0	0	0	0	0
Pay Television	0.00	0	2,071	-2,071	1,663	-1,663
Vending Machine Commissions	0.00	0	207	-207	256	-256
Miscellaneous Revenue	0.00	61	-590	651	0	61
Total Other Revenue	4.68	1,104	2,510	-1,406	4,025	-2,921
<u>Sales Tax</u>						
State Sales Tax	210.28	7,190	7,046	144	0	7,190
County Sales Tax	447.21	15,073	15,024	50	0	15,073
Total Sales Tax	657.49	22,263	22,070	193	0	22,263
Total Revenue	6,154.58	202,880	202,299	581	180,204	22,676
<u>Sales Tax Reconciliation</u>						
<u>Tax Exempt Revenue</u>						
State Tax Exempt Room Revenue	0.00	0	0	0	0	0
Room State Sales Tax	208.28	7,158	7,032	126	7,015	143
Room Sales Tax Variance	-2.00	-31	-14	-17	7,015	-7,047
City Lodging Tax	429.58	14,764	14,503	261	14,469	295
City Sales Tax Variance	-17.63	-310	-521	211	14,469	-14,778

Tuesday 5/31/2005

Company: Montgomery Ventures, LLC

Property: Fairfield Inn by Marriott - Montgomery, AL

Description	Today's Amount	PTD	PTD Last Year	Variance PTD Last Year vs This Year	PTD Budget	Variance PTD Budget vs Actual PTD
Receipts						
<u>Cash</u>						
Cash Receipt per Audit Report	243.02	26,028.40	29,241.29	-3,212.89	0.00	26,028.40
<u>Credit Cards</u>						
Mastercard/Visa	1,233.08	112,569.64	121,931.86	-9,362.22	0.00	112,569.64
American Express	0.00	45,553.53	42,384.35	3,169.18	0.00	45,553.53
Discover	105.76	9,999.74	5,118.20	4,881.54	0.00	9,999.74
Diners Club	0.00	15,077.73	8,331.05	6,746.68	0.00	15,077.73
Total Credit Card Receivable	1,338.84	183,200.64	177,765.46	5,435.18	0.00	183,200.64
<u>Paid Outs</u>						
Guest Paid Out	0.00	0.00	446.75	-446.75	0.00	0.00
Total Paid Outs	0.00	0.00	446.75	-446.75	0.00	0.00
Petty Cash Expense Item	0.00	2,015	1,850	165	0	2,015
Total Cash & Credit Cards	1,581.86	211,243.81	209,303.20	1,940.61	0.00	211,243.81
Summary						
<u>Revenue Summary</u>						
Room Revenue	5,207.00	178,954	175,794	3,160	175,379	3,575
Telephone Revenue	285.41	559	1,925	-1,366	800	-241
Other Revenue	4.68	1,104	2,510	-1,406	4,025	-2,921
Tax Collections	657.49	22,263	22,070	193	0	22,263
Total Receipts	6,154.58	202,880	202,299	581	180,204	22,676
Total All Receipts	6,154.58					
Plus: AR Beginning Balance	53,588.67					
Less Payments	1,581.86					
Net Ending Balance	58,161.39					
<u>Account Receivable</u>						
Guest Ledger	12,543.45					
City Ledger	45,710.33					
Advance Deposits	-92.39					
Total A/R	58,161.39					
Out of Balance Amount	0.00					
<u>Accounts Receivable Aging</u>						
Current	0.00					
30+	0.00					
60+	0.00					
90+	0.00					
Over 120	0.00					
Total A/R Aging	0.00					

Tuesday 5/31/2005

Company: Montgomery Ventures, LLC

Property: Fairfield Inn by Marriott - Montgomery, AL

Description	Today's Amount	PTD	PTD Last Year	Variance PTD Last Year vs This Year	PTD Budget	Variance PTD Budget vs Actual PTD
<u>Cash Reconciliation</u>						
Total Cash Received	243.02	26,028.40	29,241.29	-3,212.89	0.00	26,028.40
Total Paid-Outs	0.00	0.00	446.75	-446.75	0.00	0.00
Estimated Deposit	243.02	26,028.40	28,794.54	-2,766.14	0.00	26,028.40
Actual Cash Deposit	245.38	25,679.23	27,009.48	-1,330.25	0.00	25,679.23
Cash Over/Short - Petty Cash	2.36	-349.17	-1,785.06	1,435.89	0.00	-349.17
<u>Statistics</u>						
<u>Room Statistics</u>						
Occupancy	67.67%	73.37%	75.96%	-2.59%	71.54%	1.83%
Occupancy with Comp Rooms	68.42%	74.58%	78.66%	-4.08%	71.54%	3.04%
Average Daily Rate	57.86	59.16	56.13	3.03	59.46	-0.30
Average Daily Rate with Comp	57.22	58.20	54.21	3.99	59.46	-1.26
Revenue Per Available Room	39.15	43.40	42.64	0.77	42.54	0.87
10 - Rooms Sold Weekday Rate	0	0	1,004	-1,004	1,021	-1,021
12 - Rooms Sold Corporate	41	1,250	14	1,236	0	1,250
16 - Room Sold Government	8	226	215	11	257	-31
17 - Local Corporate	0	0	755	-755	175	-175
20 - Rooms Sold Weekend Rate	0	0	23	-23	0	0
25 - Rooms Sold Other Discount	35	1,147	501	646	889	258
28 - Rooms Sold Employee Rate	6	50	53	-3	64	-14
32- Rooms Sold Local Promotion	0	0	523	-523	0	0
Room Sold Group	0	352	44	308	543	-191
Total Rooms Sold	90	3,025	3,132	-107	2,950	75
Complimentary Rooms	1	50	111	-61	0	50
Total Rooms Occupied	91	3,075	3,243	-168	2,950	125
Out of Order Rooms		0	35	-35	0	0
No Show Rooms		0	16	-16	0	0
Walk-Ins		0	294	-294	0	0
Unexpected Departures		0	182	-182	0	0

Heather Watts
DOSM
2005 3rd Quarter Bonus Tracking Results
Submitted 10/11/05

1) Total Hotel RM Rev Budget (July/Aug/Sept) = \$515,238

Succeeded by \$116,351

Total Hotel RM Actual (July/Aug/Sept) = \$631,589

2) Total Hotel Sales Dept. RM Rev Budget (July/Aug/Sept) = \$152,618

Succeeded by \$ 199,853

Total Hotel Sales Dept. RM Rev Actual (July/Aug/Sept) = \$ 352,471

3) Hotel RevPar Index Budget (July/Aug/Sept) = 122.69

Succeeded by 32.34

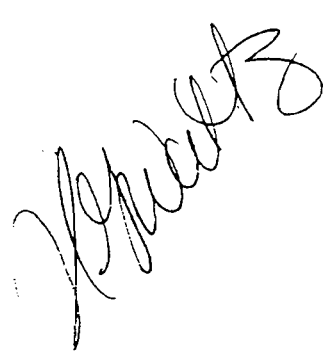
Hotel RevPar Index Actual (July/Aug/Sept) = 155.03

Payout Equals:

Annual Salary divided by four to get quarterly salary= \$9,500

- 1) Hotel RM Rev Actual = \$9,500 x 25% = \$2,375
- 2) Hotel Sales Dept. RM Rev \$9,500 x 10% = \$950.00
- 3) Hotel RevPar Index \$9,500 x 5% = \$475.00

Total Payout \$3,800



2005 Sales / Marketing Department - BONUS TRACKING FORM
(Budget vs. Actual)

DOS

HOTEL: Fairfield Inn - MONTGOMERY
 Sales/Marketing Associate: Heather Watts
 Market Segments Represented: LNR/Corporate-Gov-Group
 Date Report Submitted: 11-Oct
 Prepared by: Heather Watts, DOSM

	TOT HOTEL RM. REV BUDGET	TOT HOTEL RM. REV ACTUAL	DIFF	TOT HOTEL SALES DEPT RM. REV BUDGET	TOT HOTEL SALES DEPT RM. REV ACTUAL	DIFF	HOTEL REVPAR INDEX BUDGET	HOTEL REVPAR INDEX ACTUAL	DIFF
January	126720	132262	5542	46373	47401	1028	30.73	32.08	1.35
February	148958	160962	12004	46670	46257	-413	40	42.37	2.37
March	171121	207293	36172	54461	75247	20786	41.53	50.28	8.75
1st QTR TOTALS	446799	500517	53718	147504	168905	21401	112.26	124.73	12.47
April	178457	181712	3255	58068	63208	5140	44.73	45.54	0.81
May	175379	178954	3575	59137	54229	-4908	42.54	43.4	0.86
June	171781	191098	19315	50434	83692	33258	43.05	47.89	4.84
2nd QTR TOTALS	525617	551762	26145	167639	201129	33490	130.32	136.83	6.51
July	183606	205128	21522	60399	98362	37963	43.26	49.75	6.49
August	175764	198232	22468	40460	104004	63544	41.43	48.08	6.65
September	155868	228229	72361	51759	150105	98346	38	57.2	19.2
3rd QTR TOTALS	515238	631589	116351	152618	352471	199853	122.69	155.03	32.34
October	178252		-178252	38086		-38086	42.02		-42.02
November	156587		-156587	34950		-34950	38.11		-38.11
December	115022		-115022	23243		-23243	27.08		-27.08
4th QTR TOTALS	449861	0	-449861	96279	0	-96279	107.21	0	-107.21
ANNUAL TOTALS			-253647			158465			-55.89

Sunday 7/31/2005

Company: Montgomery Ventures, LLC

Property: Fairfield Inn by Marriott - Montgomery, AL

Description	Today's Amount	PTD	PTD Last Year	Variance PTD Last Year vs This Year	PTD Budget	Variance PTD Budget vs Actual PTD
Revenue						
Room Revenue						
10 - Regular Weekday Rate	0.00	2,845	60,397	-57,552	0	2,845
12 - Corporate Rate	731.00	58,447	728	57,719	72,576	-14,129
16 - Government	910.00	32,276	13,924	18,352	14,889	17,387
17 - Local Corporate	0.00	5,006	48,600	-43,594	8,850	-3,844
20 - Regular Weekend Rate	0.00	14,810	0	14,810	0	14,810
25 - Other Discounts	891.58	29,723	18,376	11,347	41,118	-11,395
28 - Marriott Employee Rate	0.00	1,218	7,006	-5,789	4,271	-3,054
32 - Local Promotion	0.00	-177	25,462	-25,639	0	-177
Room Revenue Group	3,380.00	61,080	0	61,080	36,661	24,419
Room Revenue Allowances and	-100.00	-100	0	-100	0	-100
Total Room Revenue	5,812.58	205,128	174,493	30,635	178,365	26,762
Telephone Revenue						
Local Telephone Revenue	0.00	143	234	-91	0	143
Long Distance Telephone	-480.84	1,264	-19	1,283	779	485
Pay Phone Commissions	0.00	0	0	0	0	0
Operator Commissions	0.00	0	0	0	0	0
Total Telephone Revenue	-480.84	1,407	215	1,192	779	628
Other Revenue						
No-Show Revenue	0.00	183	753	-570	1,784	-1,601
Guest Laundry	0.00	926	0	926	343	583
Guest Paid Outs	0.00	0	0	0	0	0
Guest Resales	0.00	0	0	0	0	0
Long Term Stay	0.00	0	103	-103	0	0
Pay Television	0.00	0	1,539	-1,539	1,620	-1,620
Vending Machine Commissions	0.00	213	193	20	249	-36
Miscellaneous Revenue	0.00	-352	66	-417	0	-352
Total Other Revenue	0.00	971	2,654	-1,683	3,996	-3,025
Sales Tax						
State Sales Tax	233.90	8,147	7,093	1,054	0	8,147
County Sales Tax	497.48	17,298	15,088	2,210	0	17,298
Total Sales Tax	731.38	25,445	22,181	3,264	0	25,445
Total Revenue	6,063.12	232,951	199,543	33,408	183,140	49,811
Sales Tax Reconciliation						
Tax Exempt Revenue						
State Tax Exempt Room Revenue	0.00	0	0	0	0	0
Room State Sales Tax	232.50	8,205	6,980	1,225	7,135	1,070
Room Sales Tax Variance	-1.40	58	-113	171	7,135	-7,076
City Lodging Tax	479.54	16,923	14,396	2,527	14,715	2,208
City Sales Tax Variance	-17.94	-375	-692	317	14,715	-15,090

Sunday 7/31/2005

Company: Montgomery Ventures, LLC

Property: Fairfield Inn by Marriott - Montgomery, AL

Description	Today's Amount	PTD	PTD Last Year	Variance PTD Last Year vs This Year	PTD Budget	Variance PTD Budget vs Actual PTD
Receipts						
<u>Cash</u>						
Cash Receipt per Audit Report	816.93	27,570.45	44,310.41	-16,739.96	0.00	27,570.45
<u>Credit Cards</u>						
Mastercard/Visa	3,887.11	138,063.76	115,438.13	22,625.63	0.00	138,063.76
American Express	376.90	21,985.19	32,102.05	-10,116.86	0.00	21,985.19
Discover	964.19	4,466.19	7,145.86	-2,679.67	0.00	4,466.19
Diners Club	0.00	5,218.47	2,669.49	2,548.98	0.00	5,218.47
Total Credit Card Receivable	5,228.20	169,733.61	157,355.53	12,378.08	0.00	169,733.61
<u>Paid Outs</u>						
Guest Paid Out	0.00	0.00	271.68	-271.68	0.00	0.00
Total Paid Outs	0.00	0.00	271.68	-271.68	0.00	0.00
Petty Cash Expense Item	0.00	1,517	2,765	-1,248	0	1,517
Total Cash & Credit Cards	6,045.13	198,821.09	204,702.29	-5,881.20	0.00	198,821.09
Summary						
<u>Revenue Summary</u>						
Room Revenue	5,812.58	205,128	174,493	30,635	178,365	26,762
Telephone Revenue	-480.84	1,407	215	1,192	779	628
Other Revenue	0.00	971	2,654	-1,683	3,996	-3,025
Tax Collections	731.38	25,445	22,181	3,264	0	25,445
Total Receipts	6,063.12	232,951	199,543	33,408	183,140	49,811
Total All Receipts	6,063.12					
Plus: AR Beginning Balance	91,459.11					
Less Payments	6,045.13					
Net Ending Balance	91,477.10					
<u>Account Receivable</u>						
Guest Ledger	49,101.77					
City Ledger	42,707.23					
Advance Deposits	-331.90					
Total A/R	91,477.10					
Out of Balance Amount	0.00					
<u>Accounts Receivable Aging</u>						
Current	0.00					
30+	0.00					
60+	0.00					
90+	0.00					
Over 120	0.00					
Total A/R Aging	0.00					

Sunday 7/31/2005

Company: Montgomery Ventures, LLC

Property: Fairfield Inn by Marriott - Montgomery, AL

Description	Today's Amount	PTD	PTD Last Year	Variance PTD Last Year vs This Year	PTD Budget	Variance PTD Budget vs Actual PTD
<u>Cash Reconciliation</u>						
Total Cash Received	816.93	27,570.45	44,310.41	-16,739.96	0.00	27,570.45
Total Paid-Outs	0.00	0.00	271.68	-271.68	0.00	0.00
Estimated Deposit	816.93	27,570.45	44,038.73	-16,468.28	0.00	27,570.45
Actual Cash Deposit	759.24	27,100.67	42,414.82	-15,314.15	0.00	27,100.67
Cash Over/Short - Petty Cash	-57.69	-469.78	-1,623.91	1,154.13	0.00	-469.78
<u>Room Statistics</u>						
Occupancy	70.68%	82.46%	77.01%	5.45%	74.05%	8.41%
Occupancy with Comp Rooms	72.18%	84.45%	78.10%	6.35%	74.05%	10.40%
Average Daily Rate	61.84	60.33	54.96	5.37	58.42	1.91
Average Daily Rate with Comp	60.55	58.91	54.19	4.72	58.42	0.49
Revenue Per Available Room	43.70	49.75	42.32	7.43	43.26	6.49
10 - Rooms Sold Weekday Rate	0	38	967	-929	1,071	-1,033
12 - Rooms Sold Corporate	11	740	12	728	0	740
16 - Room Sold Government	14	303	184	119	244	59
17 - Local Corporate	0	0	915	-915	150	-150
20 - Rooms Sold Weekend Rate	0	0	54	-54	0	0
25 - Rooms Sold Other Discount	17	912	358	554	865	47
28 - Rooms Sold Employee Rate	0	65	225	-160	122	-57
32 - Rooms Sold Local Promotion	0	0	460	-460	0	0
Room Sold Group	52	1,342	0	1,342	601	741
Total Rooms Sold	94	3,400	3,175	225	3,053	347
Complimentary Rooms	2	82	45	37	0	82
Total Rooms Occupied	96	3,482	3,220	262	3,053	429
Out of Order Rooms		0	19	-19	0	0
No Show Rooms		0	2	-2	0	0
Walk-Ins		0	0	0	0	0
Unexpected Departures		0	0	0	0	0

Wednesday 8/31/2005

Company: Montgomery Ventures, LLC

Property: Fairfield Inn by Marriott - Montgomery, AL

Description	Today's Amount	PTD	PTD Last Year	Variance PTD Last Year vs This Year	PTD Budget	Variance PTD Budget vs Actual PTD
Revenue						
Room Revenue						
10 - Regular Weekday Rate	2,974.00	26,724	40,121	-13,397	0	26,724
12 - Corporate Rate	0.00	28,941	783	28,158	67,648	-38,707
16 - Government	975.00	20,153	15,889	4,264	18,861	1,292
17 - Local Corporate	53.00	8,433	35,406	-26,973	8,850	-417
20 - Regular Weekend Rate	0.00	1,964	477	1,488	0	1,964
25 - Other Discounts	863.00	29,503	12,171	17,332	57,306	-27,803
28 - Marriott Employee Rate	105.00	2,590	4,240	-1,650	5,411	-2,821
32 - Local Promotion	514.00	6,297	52,524	-46,227	0	6,297
Room Revenue Group	2,145.00	75,418	70	75,348	12,749	62,668
Room Revenue Allowances and	-224.00	-1,789	0	-1,789	0	-1,789
Total Room Revenue	7,405.00	198,232	161,681	36,551	170,825	27,407
Telephone Revenue						
Local Telephone Revenue	-67.42	-3,647	-1,117	-2,530	0	-3,647
Long Distance Telephone	0.00	957	1,786	-829	728	229
Pay Phone Commissions	0.00	0	0	0	0	0
Operator Commissions	0.00	0	0	0	0	0
Total Telephone Revenue	-67.42	-2,690	669	-3,358	728	-3,418
Other Revenue						
No-Show Revenue	445.20	1,230	-288	1,518	1,708	-478
Guest Laundry	-5.63	424	74	351	320	104
Guest Paid Outs	0.00	0	0	0	0	0
Guest Resales	0.00	0	0	0	0	0
Long Term Stay	0.00	0	0	0	0	0
Pay Television	0.00	0	2,093	-2,093	1,514	-1,514
Vending Machine Commissions	0.00	197	0	197	233	-36
Miscellaneous Revenue	100.00	252	-77	329	0	252
Total Other Revenue	539.57	2,103	1,801	302	3,775	-1,672
Sales Tax						
State Sales Tax	314.00	7,960	6,460	1,501	0	7,960
County Sales Tax	667.83	16,956	13,745	3,211	0	16,956
Total Sales Tax	981.83	24,917	20,205	4,712	0	24,917
Total Revenue	8,858.98	222,562	184,356	38,207	175,328	47,234
Sales Tax Reconciliation						
Tax Exempt Revenue						
State Tax Exempt Room Revenue	377.99	378	0	378	0	378
Room State Sales Tax	281.08	7,914	6,467	1,447	6,833	1,081
Room Sales Tax Variance	-32.92	-46	7	-54	6,833	-6,879
City Lodging Tax	610.91	16,354	13,339	3,015	14,093	2,261
City Sales Tax Variance	-56.92	-602	-406	-196	14,093	-14,695

Wednesday 8/31/2005

Company: Montgomery Ventures, LLC

Property: Fairfield Inn by Marriott - Montgomery, AL

Description	Today's Amount	PTD	PTD Last Year	Variance PTD Last Year vs This Year	PTD Budget	Variance PTD Budget vs Actual PTD
Receipts						
<u>Cash</u>						
Cash Receipt per Audit Report	0.00	21,433.11	25,712.45	-4,279.34	0.00	21,433.11
<u>Credit Cards</u>						
Mastercard/Visa	2,269.31	201,933.42	102,028.28	99,905.14	0.00	201,933.42
American Express	997.58	26,757.61	35,730.61	-8,973.00	0.00	26,757.61
Discover	986.70	5,052.66	4,804.31	248.35	0.00	5,052.66
Diners Club	-588.42	0.00	1,697.94	-1,697.94	0.00	0.00
Total Credit Card Receivable	3,665.17	233,743.69	144,261.14	89,482.55	0.00	233,743.69
<u>Paid Outs</u>						
Guest Paid Out	0.00	0.00	275.66	-275.66	0.00	0.00
Total Paid Outs	0.00	0.00	275.66	-275.66	0.00	0.00
Petty Cash Expense Item	0.00	1,853	2,019	-166	0	1,853
Total Cash & Credit Cards	3,665.17	257,029.85	172,268.72	84,761.13	0.00	257,029.85
Summary						
<u>Revenue Summary</u>						
Room Revenue	7,405.00	198,232	161,681	36,551	170,825	27,407
Telephone Revenue	-67.42	-2,690	669	-3,358	728	-3,418
Other Revenue	539.57	2,103	1,801	302	3,775	-1,672
Tax Collections	981.83	24,917	20,205	4,712	0	24,917
Total Receipts	8,858.98	222,562	184,356	38,207	175,328	47,234
Total All Receipts	8,858.98					
Plus: AR Beginning Balance	51,815.60					
Less Payments	3,665.17					
Net Ending Balance	57,009.41					
<u>Account Receivable</u>						
Guest Ledger	17,927.06					
City Ledger	39,082.35					
Advance Deposits	0.00					
Total A/R	57,009.41					
Out of Balance Amount	0.00					
<u>Accounts Receivable Aging</u>						
Current	0.00					
30+	0.00					
60+	0.00					
90+	0.00					
Over 120	0.00					
Total A/R Aging	0.00					

Wednesday 8/31/2005

Company: Montgomery Ventures, LLC

Property: Fairfield Inn by Marriott - Montgomery, AL

Description	Today's Amount	PTD	PTD Last Year	Variance PTD Last Year vs This Year	PTD Budget	Variance PTD Budget vs Actual PTD
<u>Cash Reconciliation</u>						
Total Cash Received	0.00	21,433.11	25,712.45	-4,279.34	0.00	21,433.11
Total Paid-Outs	0.00	0.00	275.66	-275.66	0.00	0.00
Estimated Deposit	0.00	21,433.11	25,436.79	-4,003.68	0.00	21,433.11
Actual Cash Deposit	0.00	20,829.52	25,430.89	-4,601.37	0.00	20,829.52
Cash Over/Short - Petty Cash	0.00	-603.59	-5.90	-597.69	0.00	-603.59
<u>Room Statistics</u>						
Occupancy	90.98%	78.75%	71.91%	6.84%	69.19%	9.56%
Occupancy with Comp Rooms	93.98%	79.92%	73.08%	6.84%	69.19%	10.73%
Average Daily Rate	61.20	61.05	54.53	6.52	59.88	1.17
Average Daily Rate with Comp	59.24	60.16	53.66	6.50	59.88	0.28
Revenue Per Available Room	55.68	48.08	39.21	8.87	41.43	6.65
10 - Rooms Sold Weekday Rate	44	400	639	-239	998	-598
12 - Rooms Sold Corporate	0	416	11	405	0	416
16 - Room Sold Government	15	301	322	-21	309	-8
17 - Local Corporate	1	121	572	-451	150	-29
20 - Rooms Sold Weekend Rate	0	6	68	-62	0	6
25 - Rooms Sold Other Discount	15	615	251	364	1,032	-417
28 - Rooms Sold Employee Rate	3	73	226	-153	155	-82
32 - Rooms Sold Local Promotion	10	113	876	-763	0	113
Room Sold Group	33	1,202	0	1,202	209	993
Total Rooms Sold	121	3,247	2,965	282	2,853	394
Complimentary Rooms	4	48	48	0	0	48
Total Rooms Occupied	125	3,295	3,013	282	2,853	442
Out of Order Rooms	4	91	1	90	0	91
No Show Rooms	4	16	0	16	0	16
Walk-Ins	2	174	0	174	0	174
Unexpected Departures	7	78	0	78	0	78

Daily Report

Friday 9/30/2005

Company: Montgomery Ventures, LLC

Property: Fairfield Inn by Marriott - Montgomery, AL

Description	Today's Amount	PTD	PTD Last Year	Variance PTD Last Year vs This Year	PTD Budget	Variance PTD Budget vs Actual PTD
Revenue						
Room Revenue						
10 - Regular Weekday Rate	6,114.00	61,318	117,473	-56,155	0	61,318
12 - Corporate Rate	0.00	0	969	-969	49,014	-49,014
16 - Government	1,040.00	63,660	11,570	52,090	12,654	51,006
17 - Local Corporate	0.00	3,145	30,185	-27,040	8,850	-5,705
20 - Regular Weekend Rate	0.00	0	1,755	-1,755	0	0
25 - Other Discounts	171.00	8,407	14,680	-6,273	47,217	-38,810
28 - Marriott Employee Rate	35.00	1,511	2,059	-548	3,630	-2,119
32 - Local Promotion	108.00	8,846	14,561	-5,716	0	8,846
Room Revenue Group	1,495.00	83,300	0	83,300	30,256	53,044
Room Revenue Allowances and	-55.00	-1,958	0	-1,958	0	-1,958
Total Room Revenue	8,908.00	228,229	193,253	34,976	151,621	76,607
Telephone Revenue						
Local Telephone Revenue	0.00	-79	85	-164	0	-79
Long Distance Telephone	0.00	0	-895	895	615	-615
Pay Phone Commissions	0.00	0	0	0	0	0
Operator Commissions	0.00	0	0	0	0	0
Total Telephone Revenue	0.00	-79	-810	731	615	-694
Other Revenue						
No-Show Revenue	0.00	2,571	1,787	784	1,516	1,055
Guest Laundry	0.00	430	113	317	271	159
Guest Paid Outs	0.00	23	0	23	0	23
Guest Resales	0.00	0	0	0	0	0
Long Term Stay	0.00	0	0	0	0	0
Pay Television	0.00	0	1,524	-1,524	1,280	-1,280
Vending Machine Commissions	0.00	0	0	0	197	-197
Miscellaneous Revenue	0.00	-128	994	-1,122	0	-128
Total Other Revenue	0.00	2,896	4,419	-1,523	3,264	-368
Sales Tax						
State Sales Tax	356.32	8,394	7,922	472	0	8,394
County Sales Tax	757.74	17,845	16,857	987	0	17,845
Total Sales Tax	1,114.06	26,239	24,780	1,459	0	26,239
Total Revenue	10,022.06	257,284	221,641	35,643	155,500	101,784
Sales Tax Reconciliation						
Tax Exempt Revenue						
State Tax Exempt Room Revenue	21,745.00	21,745	399	21,346	0	21,745
Room State Sales Tax	-513.48	8,259	7,714	545	6,065	2,194
Room Sales Tax Variance	-869.80	-135	-208	74	6,065	-6,199
City Lodging Tax	734.91	18,829	15,943	2,886	12,509	6,320
City Sales Tax Variance	-22.83	984	-914	1,898	12,509	-11,525

Daily Report

Friday 9/30/2005

Company: Montgomery Ventures, LLC

Property: Fairfield Inn by Marriott - Montgomery, AL

Description	Today's Amount	PTD	PTD Last Year	Variance PTD Last Year vs This Year	PTD Budget	Variance PTD Budget vs Actual PTD
Receipts						
<u>Cash</u>						
Cash Receipt per Audit Report	1,423.96	11,938.49	22,511.54	-10,573.05	0.00	11,938.49
<u>Credit Cards</u>						
Mastercard/Visa	49,563.19	185,225.55	153,158.67	32,066.88	0.00	185,225.55
American Express	2,145.51	29,318.53	41,060.52	-11,741.99	0.00	29,318.53
Discover	150.76	3,443.77	8,786.54	-5,342.77	0.00	3,443.77
Diners Club	77.63	77.63	2,678.91	-2,601.28	0.00	77.63
Total Credit Card Receivable	51,937.09	218,065.48	205,684.64	12,380.84	0.00	218,065.48
<u>Paid Outs</u>						
Guest Paid Out	0.00	0.00	0.00	0.00	0.00	0.00
Total Paid Outs	0.00	0.00	0.00	0.00	0.00	0.00
Petty Cash Expense Item	211.26	2,735	3,435	-700	0	2,735
Total Cash & Credit Cards	53,572.31	232,738.96	231,631.01	1,107.95	0.00	232,738.96
Summary						
<u>Revenue Summary</u>						
Room Revenue	8,908.00	228,229	193,253	34,976	151,621	76,607
Telephone Revenue	0.00	-79	-810	731	615	-694
Other Revenue	0.00	2,896	4,419	-1,523	3,264	-368
Tax Collections	1,114.06	26,239	24,780	1,459	0	26,239
Total Receipts	10,022.06	257,284	221,641	35,643	155,500	101,784
Total All Receipts	10,022.06					
Plus: AR Beginning Balance	125,104.99					
Less Payments	53,572.31					
Net Ending Balance	81,554.74					
<u>Account Receivable</u>						
Guest Ledger	16,790.94					
City Ledger	64,763.80					
Advance Deposits	0.00					
Total A/R	81,554.74					
Out of Balance Amount	0.00					
<u>Accounts Receivable Aging</u>						
Current	0.00					
30+	0.00					
60+	0.00					
90+	0.00					
Over 120	0.00					
Total A/R Aging	0.00					

Daily Report

Friday 9/30/2005

Company: Montgomery Ventures, LLC

Property: Fairfield Inn by Marriott - Montgomery, AL

Description	Today's Amount	PTD	PTD Last Year	Variance PTD Last Year vs This Year	PTD Budget	Variance PTD Budget vs Actual PTD
Cash Reconciliation						
Total Cash Received	1,423.96	11,938.49	22,511.54	-10,573.05	0.00	11,938.49
Total Paid-Outs	0.00	0.00	0.00	0.00	0.00	0.00
Estimated Deposit	1,423.96	11,938.49	22,511.54	-10,573.05	0.00	11,938.49
Actual Cash Deposit	1,423.96	11,979.52	22,488.67	-10,509.15	0.00	11,979.52
Cash Over/Short - Petty Cash	0.00	41.03	-22.87	63.90	0.00	41.03
Room Statistics						
Occupancy	91.73%	89.30%	79.52%	9.78%	60.81%	28.49%
Occupancy with Comp Rooms	93.23%	90.58%	81.25%	9.33%	60.81%	29.77%
Average Daily Rate	73.02	64.06	60.91	3.15	62.49	1.56
Average Daily Rate with Comp	71.84	63.15	59.61	3.54	62.49	0.66
Revenue Per Available Room	66.98	57.20	48.43	8.77	38.00	19.20
10 - Rooms Sold Weekday Rate	70	847	1,716	-869	742	105
12 - Rooms Sold Corporate	0	0	17	-17	0	0
16 - Room Sold Government	15	979	208	771	207	772
17 - Local Corporate	0	55	599	-544	150	-95
20 - Rooms Sold Weekend Rate	0	0	21	-21	0	0
25 - Rooms Sold Other Discount	11	197	271	-74	727	-530
28 - Rooms Sold Employee Rate	1	43	66	-23	104	-61
32- Rooms Sold Local Promotion	2	160	275	-115	0	160
Room Sold Group	23	1,282	0	1,282	496	786
Total Rooms Sold	122	3,563	3,173	390	2,426	1,137
Complimentary Rooms	2	51	69	-18	0	51
Total Rooms Occupied	124	3,614	3,242	372	2,426	1,188
Out of Order Rooms	6	148	14	134	0	148
No Show Rooms		31	25	6	0	31
Walk-Ins	27	221	49	172	0	221
Unexpected Departures	3	143	29	114	0	143

11/20/2005 20:56

3342448877

WATTS

PAGE 82

BEN 254-DC
Revised 11/02
Electronic Form

ALABAMA DEPARTMENT OF INDUSTRIAL RELATIONS
UNEMPLOYMENT COMPENSATION DIVISION
DOCTOR'S CERTIFICATE

Claimant's SSN XXXXX1193
Claim Date 111305 Claim Type 01
Date Mailed 111705

NOTE TO CLAIMANT: SIGN AND DATE THIS FORM TO AUTHORIZE THE RELEASE OF THIS INFORMATION. THIS FORM MUST BE COMPLETED BY YOUR DOCTOR AND RECEIVED BY MAIL OR FAX AT THE ADDRESS BELOW NO LATER THAN 113005. FAILURE TO RETURN THIS COMPLETED FORM AS INSTRUCTED COULD RESULT IN A DENIAL OF BENEFITS.

HEATHER G WATTS
6976 EASTERN SHORE RD
MONTGOMERY AL 36117

CLAIMANT'S SIGNATURE: Heather WattsDATE: 11/22/05**(NOTE TO DOCTOR):**

The above claimant has applied for unemployment benefits effective 111305 and states his/her usual occupation is **MARKETING MANAGER**. The following information from you is necessary to determine his/her ability to work. This certificate is furnished to the claimant as a convenience for the purpose of assisting the Alabama Unemployment Compensation Agency in making a decision on his/her claim for unemployment. This agency assumes no responsibility for payment of your professional services. Please complete the following information in its entirety.

1. Dates and Treatment: From 12/15/2004 To 09/27/2005 For Pregnancy, delivery, and post-partum recovery checkup.

2. Is this individual able to perform the duties of his/her usual occupation? Yes ☒ No ☐
If "No," did you advise this individual that continuing to perform the duties of his/her usual occupation would aggravate his/her injury or illness? Yes ☐ No ☐

3. If this individual is able to perform the duties of his/her usual occupation, on what date did this individual become able? 09/27/2005

4. If unable to perform the duties of his/her usual occupation, is he/she able to perform any type of work? Yes ☐ No ☐
If "Yes," please explain any limitations (including the dates affected):
From 1/1 To 1/1

5. If treatment is for pregnancy, enter expected date of confinement: 08/12/05 - 09/23/05

REMARKS (If appropriate):

Pt. is to be in post-partum recovery for 6 weeks. Pt. will have a 6 week post-partum checkup at the end of her 6 week recovery time.

Signature of Physician: Heather WattsPhone Number (334) 279-9333Date Completed 11/22/05 Address: 495 Taylor Road Montgomery AL 36117

RETURN COMPLETED FORM TO:
MONTGOMERY UC CALL CENTER
ATTN: PATSY
P.O. BOX 211239
MONTGOMERY AL 36121-1230

FAX NUMBER: (334) 956-7352

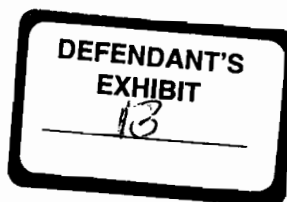
DEFENDANT'S
EXHIBIT
12

Watts v. Hospitality
Int Disc/RFP 0083

Kindergarten

Registration Fee				
Supply Fee	25.00	1783	10/6/05	12/13/05
August Tuition				
September Tuition				
October Tuition	168.00 (NOV.)	1783	10/6/05	12/13/05
November Tuition				
December Tuition	168.00	3064	12/8/05	12/15/05
January Tuition	168.00	3074	1/10/06	1/12/06
February Tuition				
March Tuition	Mother works at Taylor Road - Childcare is a part of employee			
April Tuition				
May Tuition				
D.I.	50.00	19.00	11/10/05	12/1/05
Tuition (06.)	55.00	3079	1/18/06	1/31/06

2005-TG \$25-
= Oct 168-
Nov 168
Dec 168



Taylor Road Baptist Church Weekday Preschool

Ministry Registration

344.4



Registration Fee

50.00

Supply Fee

Blue Slip

Oct. 17th Start date

Child's Name Baby Watts

Sex

Name child is known by:

Date of Birth

Due Aug. 19th 2005

Address Little Eastern Shore Rd

Zip code 36117

Home Phone 244-8017

Father's Name Mickey V Watts

Phone Cell - 201-8234

Father's Employer Guilford Capital

Phone 286-6914

Mother's Name Heather G Watts

Phone Cell - 354-2619

Mother's Employer Marriott

Phone 270-0007

Child's Doctor Dr. E. Dieble

Phone 272-1799

Where do you attend church? Eastmont Baptist

Members? Yes ☒ No ☐

Please share any family or health situations you feel are necessary for us to know

Does your child have any allergies?

Who is authorized to pick up your child in case of an emergency and the parent cannot be reached?

Name Ginny Hancock

Phone 288-2460

Relationship to child Grandmother

Name Rouse Galtrey

Phone 462-1940

Relationship to child Grandfather

Name

Phone

Relationship to child

I agree to pay the registration fee of \$50.00 (September - May) or \$25.00 (June - August)

I also agree to pay the \$25.00 supply fee

I am registering my child for the following

Early Bird (7:30 - 9:00 a.m.) ?

☒ M☒ T☒ W☒ Th

Mother's Day Out (9:00 - 1:00 p.m.) *

☒ M☒ T☒ W☒ Th

Extended Session (1:00 - 2:30 p.m.) *

☒ M☒ T☒ W☒ Th

I understand fully that payments are due on the 1st of each month and are considered late as of the 10th. A \$15.00 late fee (per child) will be added when payments are late. I understand that my child will not be able to continue attendance program if payments are not made by the tenth day of the month.

I understand that tuition is required if my child attends all or part of a month and that at least two weeks' written notice is required before withdrawing a child from the program. (You will be billed for two weeks if you stop coming).

I read and agree to abide by all policies of the Weekday Preschool Ministry Program as listed in the Weekday Ministry's Handbook. I also agree to use my own insurance policy for coverage should any be needed.

Parent or Guardian

Date 2/9/05

DEFENDANT'S EXHIBIT 14

Jan 05 -

✓

Keri Baby Room 119

05

	M	T	W	T	Days
Fore, Jacob	EXE	EXE	EXE	EXE	1/6/05
Harrelson, Katie	XE	XE	XE		3/22/05
Walker, Millie	EXE	EXE	EXE		2/17/05
Marcum, Zaina		X		X	6/1/05
	233	232	233	121	

Oct Watts EXE EXE EXE EXE

Nov. Mullens (1)	EXE	EXE	EXE	EXE
Mullens (2)	EXE	EXE	EXE	EXE

Jan Gant EXE EXE EXE EXE

CAMBRIDGE
58244Watts, Taylor
B. Kirby

Prepared By	Initials	Date
Approved By		

	1	2	3	4
DATE	RECEIPT #	CHARGES	PAYMENTS + DISC.	BALANCE
2007				
1 2/2/05	Sup. Pump	80 -		80 -
2 2/2/05	Ball Pump	50 -		130 -
3 2/3/05	Sup. + Ball Pump		100 -	30 -
4 2/3/05	Ball Pump		50 -	100 -
5 2/5/05	Ball Pump	50 -		150 -
6 2/5/05	Ball Pump			
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40				

18-24 mos
9-18

Mother's Day Out
At Taylor Road Baptist Church



Child Registration Form

Summer 2006
MDO - 2006-2007

pd. 1/15/06 ss

Child's Name: Tanner Grant Watts (circle one) Male / Female
 Name child is known by: Tanner Date of Birth: 8/12/05
 Address: 1916 Eastern Shore Road Home Phone: 244-8077
 Father's Name: Mickey V. Watts Phone: 201-8234
 Father's Employer: Guilford Capital Phone: 286-6914
 Mother's Name: Heather G. Watts Phone: 354-2619
 Mother's Employer: Ellis & Godfrey Real Estate Phone: 354-2619
 Child's Doctor: Dr. Elizabeth Diebel Phone: _____
 Where do you attend church? Taylor Road Baptist Church Members? Yes No

Please share any family or health situations you feel are necessary for us to know:

Does your child have any allergies? None

Who is authorized to pick up your child in case of an emergency and the parent cannot be reached?

Name Rouse Godfrey Phone 462-1940 Relationship to child Grandfather
 Name Ginny Hancock Phone 288-2495 x250 Relationship to child Grandmother
 Name _____ Phone _____ Relationship to child _____

I agree to pay the registration fee of \$50.00 (August - May) or \$15.00 (June - July).

I also agree to pay the \$25.00 supply fee.

I am registering my child for the following:

Early Bird (7:30-9:00am)	<input type="checkbox"/> Mon	<input type="checkbox"/> Tue	<input type="checkbox"/> Wed	<input type="checkbox"/> Thur
Mother's Day Out (9:00am-1:00pm)	<input type="checkbox"/> Mon	<input type="checkbox"/> Tue	<input type="checkbox"/> Wed	<input type="checkbox"/> Thur
Extended Session (1:00-2:30pm)	<input type="checkbox"/> Mon	<input type="checkbox"/> Tue	<input type="checkbox"/> Wed	<input type="checkbox"/> Thur

I understand fully that payments are due on the 1st of each month and are considered late as of the 10th. A \$15.00 late charge (per child) will be added when payments are late. I understand that my child will not be able to continue attending the program if payments are not made by the 10th day of the month.

I understand that tuition is required if my child attends all or part of a month and that at least two weeks' written notice is required before withdrawing a child from the program. (You will be billed for two weeks if you stop coming).

I have read and agree to abide by all policies of the Mother's Day Out Program at Taylor Road Baptist Church as listed in the handbook. I also agree to use my own insurance policy for coverage should any be needed.

Signature of Parent of Guardian

Date 1/15/06

9-18 mos.

(2)

Student Name	Monday			Tuesday			Wednesday			Thursday			REG PAID	SUPPLY FEE PAID
	Early	MDO	Ext	Early	MDO	Ext	Early	MDO	Ext	Early	MDO	Ext		
Latrich, Allie Grace	✓	✓			✓			✓			✓			
Pandrell, Corey	✓	✓		✓	✓		✓	✓		✓	✓			
Bond, John David														
Gant, Collette Ann	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓		
Watts, Tanya	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓		
Limble, Lauralyn					✓			✓			✓			
Carver, Chbe Anne	✓	✓												
Miller, Amy Ann								✓						
Meritt, Katie	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓		
Kennedy, Alisa					✓						✓			
Jennigan, Elly	✓	✓	✓								✓			
Waiting:														
Davisson, Jay														
McGuire, Madeline														
DeTravlo, Sofia	✓	✓	✓		✓	✓		✓	✓		✓	✓		
Vance, Caroline														
Vance, Cooper														

B

B

B

B

Taylor Road Baptist Church

Weekday Preschool Ministry

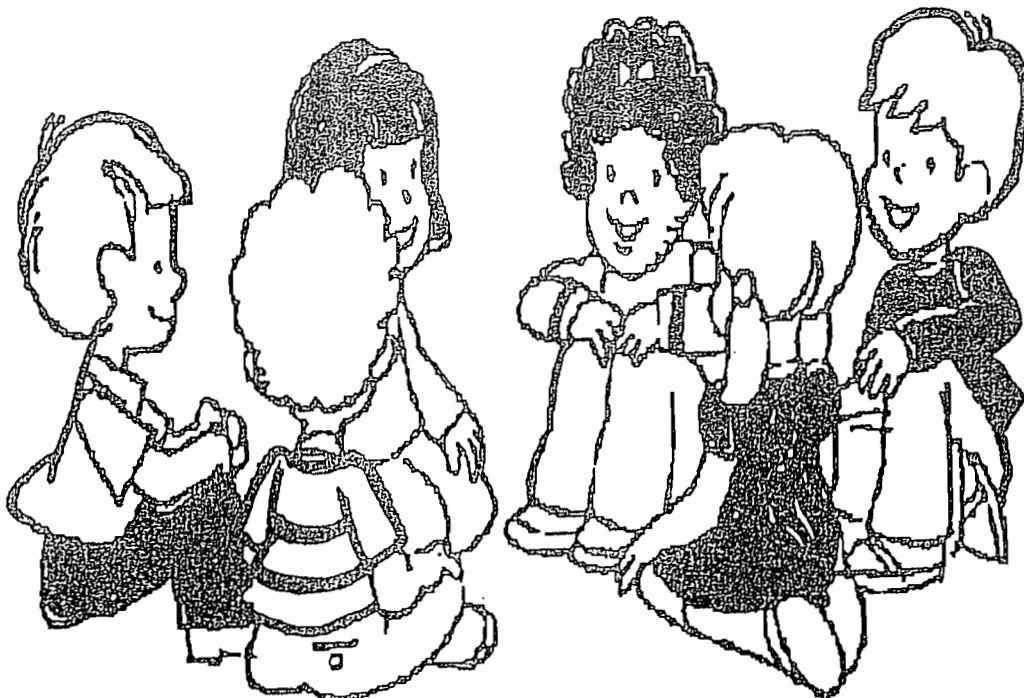
Mother's Day Out and Early Bird are child care programs designed and initiated by our church to provide some free time for mothers of children age six weeks to five years (3rd grade during the summer months). The program will operate:

Early Bird	7:30am - 9:00am	Monday- Thursday
Mother's Day Out	9:00am - 1:00pm	Monday - Thursday
K3 Kindergarten	9:00am - 1:00pm	Tuesday, Wednesday, Thursday
K4 Kindergarten	9:00am - 1:00pm	Tuesday, Wednesday, Thursday
Extended Care	1:00pm - 2:30pm	Monday - Thursday

Children in the Mother's Day Out program will have special Bible based learning units with activities planned specifically for them. We will also offer Kindergarten classes for threes and fours implementing the A BEKA text (a Bible-based phonics program) and an After School Program. These classes will be offered on a first-come, first-served basis and will require a different rate of tuition and fees.

We are excited about your interest and involvement in this ministry of our church. Thank you for sharing with us your most precious gift from God, your child.

Taylor Road Baptist Church



Policies



Registration:

1. Registration applications may be obtained from the Mother's Day Out office or the church office. Children are not considered registered until the registration fee is paid.
2. All children MUST have an Alabama Certificate of Immunization (Blue Certificate). This is due at time of enrollment.

Withdrawal:

1. At least two weeks written notice is required before withdrawing a child from Mother's Day Out or Extended Day. If notice is not given, you are responsible for two weeks of tuition.
2. All Registration fees are non-refundable.

Tuition and Fees:

1. Tuition is listed in the chart. Your child's age at the beginning of the session according to the classroom determines the cost. Promotions are only at the beginning of each session.
2. Tuition and rates will be reviewed for changes yearly.
3. "Drop-ins" are subject to the approval of the Director. (Please call in advance to see if there is room for your child). Call Lynn, 271-0845. Drop-in rate is listed on tuition schedule.
4. Returned check fee of \$20.00 will be charged when applicable.
5. A late fee of \$15.00 (per child) will be assessed if your check is not in the MDO office by the 10th of the month.

Lunch/Snacks

1. Each child should bring a lunch including a drink.
2. Baby food should be in new (unopened) baby food jars and a spoon should be provided.
3. Small objects and foods that may cause choking, such as hard candy, nuts, and popcorn are not allowed. Also, grapes should be cut in half and hotdogs should be diced to prevent lodging in the throat.
4. Lunches should be ready to eat, as microwave services will be unavailable.
5. Snacks will be provided each morning and afternoon. Children will be given juice and animal crackers or goldfish. Parents should notify the teacher about restrictions in child's diet.
6. No "red" colored drinks, please.

General Do's and Don'ts:

1. Sign your child in (using first and last name). If a substitute teacher is there, please inform her of any allergies your child may have. Sign your child out daily for security reasons. We can not stress enough how important this is.
2. Help your child to attend regularly, except when he/she is ill.
3. Confer with the teacher about your child, but refrain from discussing the child in his presence. Please do not engage the teacher in "extended" conversation during class hours.
4. Know your child's teacher, work with her concerning any problems that may arise. If there are any special instructions for your child, please provide them in writing for the teacher.
5. Please do not allow children to bring gum, play guns, personal toys or money.
6. Dress your child comfortably in play clothes and shoes. Shoes are required. Remember to send a jacket when the cooler weather arrives.
7. Open-toe sandals are NOT permitted, due to increased chances of tripping and other accidents.
8. All children need to furnish a complete change of clothing in case needed. All items brought by the child should be labeled with the child's name.
9. During the summer program, apply sunscreen to your child on water play days. Send a towel and bathing suit (or wear suit and a change of clothes).

Arrival and Departure

1. All parents should use the Preschool drive through entrance.
2. Only children enrolled in the Early Bird care may come before 8:55am. Mother's Day Out children may arrive at 8:55am. Kindergarten and MDO children should be picked up by 1:00pm. Early arrivals and late departures place unnecessary responsibility on the teacher and therefore cannot be accepted.
3. There will be a late charge any time children are picked up late. The fee will be \$5.00 per child for the first 5 minutes and \$5.00 for every five minutes thereafter..(from Extended Care and MDO). Time will be based on the clock in the hallway. This payment will be due at the time of the late pick up.
4. In case of emergency you should call the church office and speak to the director. Please limit these calls to emergencies only. If information needs to be discussed with the director or teacher, it is best to do so in person or in writing.
5. Children will not be released to anyone but the person(s) designated on your enrollment form without the written consent of the parent.

Closings

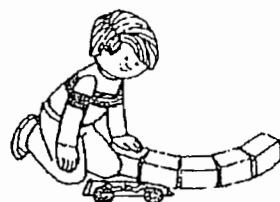
1. We observe and are closed for the following holidays: King/Lee Day, President's Day, Columbus Day, AEA/Spring Break (1 week), Good Friday, Memorial Day, Fourth of July, Labor Day, Veteran's Day, Thanksgiving (Mon-Fri.), and Christmas holidays (2 weeks).
2. We are closed any time Montgomery Public Schools are closed due to severe weather, including teacher in-service days.
3. We are also closed the week of Vacation Bible School at Taylor Road Baptist Church, tentatively in June.
4. There is also a three-day break between each change of sessions.
5. Note: No tuition exemptions are given for the months where holidays are included. (Our rates are based on a year round budget.)

Illness

1. In order to insure a healthy environment for our children and teachers, we ask that parents take the responsibility for making sure their children are in good health before attending Mother's Day Out. When in doubt, please apply the "Golden Rule."
2. Children who are sick (fever, sore throat, diarrhea, discolored runny nose, pink eye or any other contagious illness) or who were sick the previous night should be kept at home. Children should be fever free for 24 hours before attending any program.
3. Children who become ill during any of the programs will be isolated and the parents will be called.

Discipline

1. Any child who does not demonstrate the ability to abide by rules of good conduct is subject to dismissal from the program.
2. No corporal punishment is used: we believe in positive role modeling, separating the child, oral reprimand, and time out.



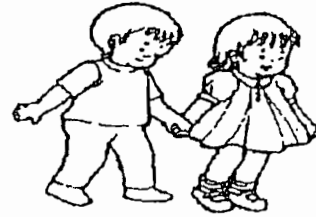
Monthly Tuition Rates

Early Bird

7:30am-9:00 am

Number of Days Attending per Week

1	2	3	4
10.00	20.00	30.00	40.00



Mother's Day Out

9:00 am - 1:00 pm

Age	Number of Days Attending per Week			
	1	2	3	4
6wk-9mos.	52.00	104.00	156.00	208.00
9-18 mos	49.00	98.00	147.00	196.00
18-24 mos	44.00	88.00	132.00	176.00
2 yrs old	38.00	76.00	114.00	152.00
3,4,&5 yrs old	35.00	70.00	105.00	140.00

Extended Care

1:00pm-2:30pm

Number of Days Attending Per Week

1	2	3	4
15.00	30.00	45.00	60.00

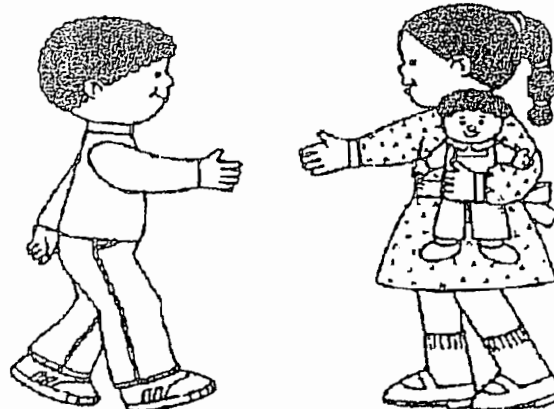
Drop In Rate

9:00 am - 1:00 pm

Age	6wk-9mos	9-18 mos	18-24mos	2 yrs	3,4,5yr
Cost	15.00	14.00	13.00	12.00	11.00

Taylor Road Christian Kindergarten

K3	140.00	(T,W,Th)
K4	140.00	(T,W,Th)



Current!**COLONIAL BANK**Diagnostics Home Logout Preferences
Colonial Employee Self-ServiceBenefits Enrollment **Current Benefits****Current Benefits**

Name Mickey Watts

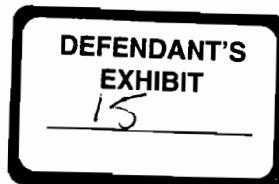
Program Colonial Benefits Program

Please show me the benefits as of 01/01/2007 and later **Benefit Selections**

Plan	Option	Coverage Start Date	Coverage	Cost 1	Cost 2	Cost 3
Medical / Dental - Blue Cross Blue Shield	Employee Plus Two or More	01/01/2007		224.00	0.00	0.00
Vision - Vision	EE and Family	09/24/2006		9.55	0.00	0.00
Short Term Disability - Short Term Disability	Waive	01/01/2007		0.00	0.00	0.00
Long Term Disability - Long Term Disability	60% Monthly Earnings	10/01/2006	3333.00	0.00	0.00	0.00
GTL - Group Term Life	1x Salary	10/01/2006	50000.00	0.00	0.00	0.00
			Total	233.55	0.00	0.00

Covered Dependents**Monthly**

Plan	Option	Coverage Start Date	Dependent	Relationship	Social Security Number
Medical / Dental - Blue Cross Blue Shield	Employee Plus Two or More	01/01/2007	Heather Watts	Spouse	416-02-1193
		01/01/2007	Taylor Watts	Natural Child	422-53-6377
		01/01/2007	Tanner Watts	Natural Child	419-59-3572
Vision - Vision	EE and Family	09/24/2006	Heather Watts	Spouse	416-02-1193
		09/24/2006	Taylor Watts	Natural Child	422-53-6377
		09/24/2006	Tanner Watts	Natural Child	419-59-3572

Beneficiaries[Benefits Enrollment](#) | [Current Benefits](#) | [Diagnostics](#) | [Home](#) | [Logout](#) | [Preferences](#)Copyright (c) 2006, Colonial Bancgroup
[About this Page](#)[Privacy Statement](#)vvatts v. Hospitality
Int Disc/RFP 0201

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Watts, HEATHER

From: 'Marriott Conference Centers
Reservations' [reservations@conferencecenters.com]
To: Watts, HEATHER
Cc:
Subject: Marriott Stone Mountain Inn Reservation Confirmation #83660588
Attachments:

Sent: Wed 10/12/2005 10:52 AM

*149-
Rate*

Marriott Stone Mountain Inn >>

Confirmation number:
83660588

1058 Robert E. Lee Drive
Stone Mountain, Georgia 30083
USA
Phone: 1-770-469-3311
Fax: 1-770-876-5009

[Maps & Transportation >>](#)
[Restaurants & Lounges >>](#)
[Area Information >>](#)

Dear HEATHER WATTS,

We are delighted to confirm your reservation with Marriott Conference Centers. Below is a summary of your booking and room information. We look forward to making your stay as unique, as comfortable and as memorable as possible.

Your Reservation

Confirmation #: 83660588

Check-in:
Fri, Nov 25, 2005 [4:00pm]

Check-out:
Sun, Nov 27, 2005 [12:00pm]

Questions about this reservation?
[Contact us >>](#)

[You can modify or cancel this reservation online](#) or call us at 1-800-228-9290 in the US and Canada. Elsewhere, call our [worldwide reservation telephone numbers](#).

Guarantee method:
Credit card guarantee
Discover Card

Cancellation policy:
CANCELLATION PERMITTED
- UP TO 3 DAYS BEFORE ARRIVAL
CANCELLATION FEE
1 NIGHTS ROOM CXL FEE - TOTAL
49.00 USD
- AS FIRST NIGHT PAYMENT

Marriott Rewards number:
None

Not a member? Earn points for each stay. [Join today >>](#)

Your Room

Number of rooms: 1
Room type: DELUXE OVERSIZED
RM-1 KING OR

You have requested:
1 KING BED, Not Available
NON-SMOKING ROOM, Not Available
EARLY CHECK-IN, Request Noted

Guests in room: 2
Guest 1: HEATHER WATTS

Special request fees may apply.

Rate Information

Modify or Cancel Online >>

Or call 1-800-228-9290 in the US and Canada. View our worldwide reservation numbers.

Marriott Rewards

Not a member? Earn points for each stay. [Join today >>](#)
Join Marriott Rewards. [Receive double points >>](#)

Remember

Golf tee times, spa treatments, and restaurants fill up quickly. Get the experience you deserve. Please, call ahead.

**Marriott's Look No FurtherSM
Best Rate Guarantee >>**

Rest easy. You received the best possible rate on your Marriott room. Guaranteed.

Partner Offers

[Special deals on auto rentals from Hertz >>](#)

Make another reservation >>

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[Book your flight with people you know ? Marriott! >>](#)

Find Your Favorite Car Rental Company on Marriott.com
[Find more rental car choices with Marriott! >>](#)

<https://owa.marriott.com/exchange/Heather.G.Watts/Inbox/Marriott%20Stone%20Mount..>

**DEFENDANT'S
EXHIBIT**

16

10/12/2005
Watts v. Hospitality
Int Disc/RFP 0126

Find & Reserve | Specials & Packages | Destinations | Events & Meetings | Marriott Rewards

Find & Reserve

Hotel Search Options

Hotel Directory

New Hotels

Look Up Reservations

Telephone Reservations

Marriott's Look No Further Guarantee

Modify Search

☒ Check-in date

Nov, 2005 25

☒ Check-out date

Nov, 2005 27

Number of rooms

1

Guests per room

1

Marriott Rewards number

☐ Use Marriott Rewards points (sign in required)
[How to use points](#)

Update Special Rate

Proof of eligibility required

☐ AAA☐ Marriott senior discount☐ Government & military☐ Corporate/promotional code☐ Group code

Find

Select Rates – Step 2 of 6

Marriott Stone Mountain Inn

Stone Mountain, GA | [More hotel information >>](#)

Check-in: November 25, 2005 (Friday)

Check-out: November 27, 2005 (Sunday)

Number of rooms: 1

Guests per room: 1

Sort by: Price | Room Type

QUALITY ROOM >>

119.00 (USD) per night

[rate rules](#)

Reserve a Room

HOLIDAY RATE*DELUXE ROOM (1 KING OR 2 DOUBLES)*\$8
STONE MT PARK GATE FEE NOT INCLUDED*

STUDIO 1 KING BED >>

139.00 (USD) per night

[rate rules](#)

Reserve a Room

LEISURE RATE*DELUXE RM(1 KING OR 2 DOUBLES)*MAX 5
PPL*\$8 STONE MOUNTAIN PARK GATE FEE NOT INCLUDED *

STUDIO 1 KING BED >>

154.00 (USD) per night

[rate rules](#)

Reserve a Room

Stay for Breakfast-for up to 2 adults and children 12 and under
Studio (1 king bed)

QUALITY ROOM >>

199.00 (USD) per night

[rate rules](#)

Reserve a Room

PURE MAGIC - GETAWAY FOR THE HOLIDAYS PACKAGE DELUXE
ROOM (1 KING OR 2 DOUBLE BEDS)

QUALITY ROOM >>

199.00 (USD) per night

[rate rules](#)

Reserve a Room

ROMANCING THE STONE*STUDIO KING(1 KING BED)
*CHAMPAGNE,STRAWBERRYDINNER & BFAST BUFFET,& 2 DRINK
COUPONS* GATE FEE NOT INCLUDED*

QUALITY ROOM >>

199.00 (USD) per night

[rate rules](#)

Reserve a Room

STONE MT ESCAPE FAMILY*DELUXE RM(1 KING OR 2 DBLS)
BREAKFAST & TWO DAY PARK ATTRACTION TICKETS FOR 4\$8
PARK GATE FEE NOT INCL**\$70
SAVINGS
per night.**
Rest AssuredYou get the best rate,
guaranteed >>We protect your privacy
security >>We're BBBOnLine cert
>>

Currency calculator >>

To make reservations
phone, call 1-800-228
in the USA and Canada;
any of our worldwide
reservation numbers)Need to reserve more
If so, complete this
reservation and click c
"Reserve Another Roo
button at the end of y
confirmation screen.

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[Find & Reserve](#)

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[Look Up Reservations](#)

[Telephone Reservations](#)

[Marriott's Look No Further Guarantee](#)

Look up reservations — Cancel Reservation

Your reservation has been canceled. An email with this information has been sent to **HEATHER.G.WATTS@MARRIOTT.COM**.

Confirmation number: 83660588

Cancellation number: 56339412

[International Sites](#) | [Travel Agents](#) | [Corporate Information](#) | [Careers](#) | [Help](#) | [Contact Us](#) | [Site Map](#)



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<https://marriott.com/reservation/cancelReservation.mi?lastName=&confirmationNumber=>

11/9/2005
vatts v. Hospitality
Int Disc/RFP 0129
11/9/2005 11:11 AM

b. Employer's identification number: 65-0693249		12a See instructions for Box 12		11 Wages, tips, other compensation 7538.44		12 Federal income tax withheld 461.14	
c. Employer's name, address, and ZIP code: OASIS OUTSOURCING II INC 4400 N. CONGRESS AVE # 250 WEST PALM BEACH, FL 33407		12b \$		3 Social security wages 7538.44		4 Social security tax withheld 467.38	
		12c \$		5 Medicare wages and tips 7538.44		6 Medicare tax withheld 109.31	
		12d \$		7 Social security tips		8 Allocated tips	
e. Employee's name, address, and ZIP code: HEATHER G WATTS 6976 EASTERN SHORE RD MONTGOMERY, AL 36117-7612		12e \$		9 Advance EIC payment		10 Dependent care benefits	
		Copy 2 for State, City or Local Tax Departments		11 Nonqualified plans		13 Salary reduction plan	
		d. Employee's soc. sec. no. 416-02-1193		14 Other		15 Salary reduction plan	
15 State Employer's state I.D. No. AL 367807		16 State wages, tips, etc. 7538.44		17 State income tax 292.52		19 Local income tax	
Form W-2 Wage and Tax Statement 2003		Department of the Treasury-Internal Revenue Service		OMB # 1545-0008		Copy 2 To Be Filed With Employee's STATE, CITY, or LOCAL Tax Department	
b. Employer's identification number: 65-0693249		12a See instructions for Box 12		11 Wages, tips, other compensation 7538.44		12 Federal income tax withheld 461.14	
c. Employer's name, address, and ZIP code: OASIS OUTSOURCING II INC 4400 N. CONGRESS AVE # 250 WEST PALM BEACH, FL 33407		12b \$		3 Social security wages 7538.44		4 Social security tax withheld 467.38	
		12c \$		5 Medicare wages and tips 7538.44		6 Medicare tax withheld 109.31	
		12d \$		7 Social security tips		8 Allocated tips	
a. Employee's name, address, and ZIP code: HEATHER G WATTS 6976 EASTERN SHORE RD MONTGOMERY, AL 36117-7612		12e \$		9 Advance EIC payment		10 Dependent care benefits	
		Copy 2 for State, City or Local Tax Departments		11 Nonqualified plans		13 Salary reduction plan	
		d. Employee's soc. sec. no. 416-02-1193		14 Other		15 Salary reduction plan	
15 State Employer's state I.D. No. AL 367807		16 State wages, tips, etc. 7538.44		17 State income tax 292.52		19 Local income tax	
Form W-2 Wage and Tax Statement 2003		Department of the Treasury-Internal Revenue Service		OMB # 1545-0008		Copy 2 To Be Filed With Employee's STATE, CITY, or LOCAL Tax Department	

DEFENDANT'S
EXHIBIT

17

Watts v. Hospitality
Int Disc/RFP 0048
Watts v. Hospitality

Form W2 Wage and Tax Statement 2003		Copy 2 To Be Filed With Employee's STATE, CITY or LOCAL Income Tax Return		Department of the Treasury-Internal Revenue Service OMB# 1545-0046	
c Employer's name, address, and ZIP code		b Employer's identification number		1 Wages, tips, other compensation	
MARRIOTT INTL ADMIN SRVS, INC. AGENT FOR RESIDENCE INN BY MARRIOTT, INC. 10400 FERNWOOD RD BETHESDA MD 20817		52-1953953		38048.71	
e Employee's name, address, and ZIP code		d Employee's social security number		4 Social security tax withheld	
HEATHER GODFREY-WATTS 6976 EASTERN SHORE RD MONTGOMERY AL 36117		416-02-1193		2414.82	
		12 See instructions for Box 12 D-		5 Medicare wages and tips 38948.71	
				6 Medicare tax withheld 564.75	
				7 Social security tips 0.00	
				8 Allocated tips 0.00	
				9 Advance EIC payment 0.00	
				10 Dependent care benefits 0.00	
				11 Nonqualified plans 0.00	
				14 Other	
13 Statutory employee <input type="checkbox"/> Retirement plan <input checked="" type="checkbox"/> Third Party Sick Pay <input type="checkbox"/>		16 State wages, tips, etc.		19 Local income tax	
15 State AL 348972		38048.71		0.00	
		17 State income tax		20 Locality name	
		1435.72			

Form W2 Wage and Tax Statement 2003		Copy C for Employee's Records (See notice on back of Copy B.)		Department of the Treasury-Internal Revenue Service OMB# 1545-0046	
c Employer's name, address, and ZIP code		b Employer's identification number		1 Wages, tips, other compensation	
MARRIOTT INTL ADMIN SRVS, INC. AGENT FOR RESIDENCE INN BY MARRIOTT, INC. 10400 FERNWOOD RD BETHESDA MD 20817		52-1953953		38048.71	
e Employee's name, address, and ZIP code		d Employee's social security number		4 Social security tax withheld	
HEATHER GODFREY-WATTS 6976 EASTERN SHORE RD MONTGOMERY AL 36117		416-02-1193		2414.82	
		12 See instructions for Box 12 D-		5 Medicare wages and tips 38948.71	
				6 Medicare tax withheld 564.75	
				7 Social security tips 0.00	
				8 Allocated tips 0.00	
				9 Advance EIC payment 0.00	
				10 Dependent care benefits 0.00	
				11 Nonqualified plans 0.00	
				14 Other	
13 Statutory employee <input type="checkbox"/> Retirement plan <input checked="" type="checkbox"/> Third Party Sick Pay <input type="checkbox"/>		16 State wages, tips, etc.		19 Local income tax	
15 State AL 348972		38048.71		0.00	
		17 State income tax		20 Locality name	
		1435.72			

Department of the Treasury - Internal Revenue Service

Form 1040 U.S. Individual Income Tax Return

2003

(99) IRS Use Only - Do not write or staple in this space.

For the year Jan. 1-Dec. 31, 2003, or other tax year beginning

2003, ending

20

OMB No. 1545-0074

Label

(See instructions page 19.)

Use the IRS label.

Otherwise, please print or type.

Your first name and initial Mickey V	Last name Watts	Your social security number
If a joint return, spouse's first name and initial Heather	Last name Godfrey-Watts	Spouse's social security no. 416-02-1193
Home address (number and street). If you have a P.O. box, see page 19. 6976 Eastern Shore Road		▲ Important! ▲ You must enter your SSN(s) above.
City, town or post office, state, and ZIP code. If you have a foreign address, see page 19. Montgomery, AL 36117		

Presidential Election Campaign (see page 19.)

Note. Checking "Yes" will not change your tax or reduce your refund.

Do you, or your spouse if filing a joint return, want \$3 to go to this fund?

You

Spouse

☐ Yes ☐ No☐ Yes ☐ No

Filing Status

Check only one box.

1

Single

4

Head of household (with qualifying person).

(See page 20.) If qualifying person is a child but not your dependent, enter this child's name here.

2

Married filing jointly (even if only one had income)

3

Married filing separately. Enter spouse's SSN above and full name here. ▶

5

Qualifying widow(er) with dependent child (See page 20.)

Exemptions

If more than five dependents, see page 21.

6a

☒

Yourself. If your parent (or someone else) can claim you as a dependent on his or her tax return, do not check box 6a

b

☒

Spouse

c

Dependents:

(1) First name Last name

(2) Dependent's social security number

(3) Dependent's relationship to you

(4) ☒ If qualifying child for child tax credit (see page 21)

Taylor Watts

Daughter

No. of boxes checked on 6a and 6b

2

No. of children on 6c who:

• lived with you

1

• did not live with you due to divorce or separation (see page 21)

0

Dependents on 6c not entered above

0

Add numbers entered on lines above

3

d

Total number of exemptions claimed

Income

Attach Forms W-2 and W-2G here. Also attach Form(s) 1099-R if tax was withheld.

If you did not get a W-2, see page 22.

ROLLOVER

Enclose, but do not attach, any payment. Also, please use Form 1040-V.

7

Wages, salaries, tips, etc. Attach Form(s) W-2

7

81,877.

8a

Taxable interest. Attach Schedule B if required

8a

17.

b

Tax-exempt interest. Do not include on line 8a

8b

9a

Ordinary dividends. Attach Schedule B if required

9a

b

Qualified dividends (see page 23)

9b

10

Taxable refunds, credits, or offsets of state and local income taxes (see page 23)

10

151.

11

Alimony received

11

12

Business income or (loss). Attach Schedule C or C-EZ

12

13a

Capital gain or (loss). Attach Schedule D if required. If not required, check here ▶ ☐

13a

b

If box 13a is checked, enter post-May 5 capital gain distributions

13b

14

Other gains or (losses). Attach Form 4797

14

15a

IRA distributions

15a

b Taxable amount (see page 25)

15b

16a

Pensions and annuities

16a

1,239.

b Taxable amount (see page 25)

16b

17

Rental real estate, royalties, partnerships, S corporations, trusts, etc. Attach Schedule E

17

250.

18

Farm income or (loss). Attach Schedule F

18

19

Unemployment compensation

19

20a

Social security benefits

20a

b Taxable amount (see page 27)

20b

21

Other income. List type and amount (see page 27)

21

22

Add the amounts in the far right column for lines 7 through 21. This is your total income ▶

22

82,295.

Adjusted Gross Income

23

Educator expenses (see page 29)

23

24

IRA deduction (see page 29)

24

25

Student loan interest deduction (see page 31)

25

980.

26

Tuition and fees deduction (see page 32)

26

27

Moving expenses. Attach Form 3903

27

28

One-half of self-employment tax. Attach Schedule SE

28

29

Self-employed health insurance deduction (see page 33)

29

30

Self-employed SEP, SIMPLE, and qualified plans

30

31

Penalty on early withdrawal of savings

31

32a

Alimony paid b Recipient's SSN ▶

32a

33

Add lines 23 through 32a

33

980.

34

Subtract line 33 from line 22. This is your adjusted gross income ▶

34

81,315.

For Disclosure, Privacy Act, and Paperwork Reduction Act Notice, see page 77.

Form 1040 (2003)

GRA 310401 Form Forge 2003-W

03/10/2004 09:45:06PM

 Watts v. Hospitality
 Int Disc/RFP 0050
 WATTS, CHRISTOPHER

Tax and Credits	35	Amount from line 34 (adjusted gross income)	35	81,315.
Standard Deduction for - • People who checked any box on line 36a or 36b or who can be claimed as dependent, see page 34. • All others: Single or Married filing separately, \$4,750 Married filing jointly or Qualifying widow(er), \$9,500 Head of household, \$7,000	36a	Check if: <input type="checkbox"/> You were born before January 2, 1939, <input type="checkbox"/> Blind; Total boxes <input type="checkbox"/> Spouse was born before January 2, 1939, <input type="checkbox"/> Blind. checked ▶ 36a 0		
	b	If you are married filing separately and your spouse itemizes deductions, or you were a dual-status alien, see page 34 and check here ▶ 36b <input type="checkbox"/>		
	37	Itemized deductions (from Schedule A) or your standard deduction (see left margin)	37	9,500.
	38	Subtract line 37 from line 35	38	71,815.
	39	If line 35 is \$104,625 or less, multiply \$3,050 by the total number of exemptions claimed on line 6d. If line 35 is over \$104,625, see the worksheet on page 35	39	9,150.
	40	Taxable income. Subtract line 39 from line 38. If line 39 is more than line 38, enter -0-	40	62,665.
	41	Tax (see page 36). Check if any tax is from a <input type="checkbox"/> Form(s) 8814 b <input type="checkbox"/> Form 4972	41	9,289.
	42	Alternative minimum tax (see page 38). Attach Form 6251	42	
	43	Add lines 41 and 42	43	9,289.
		44	Foreign tax credit. Attach Form 1116 if required	44
	45	Credit for child & dependent care expenses. Attach Form 2441	45	120.
	46	Credit for the elderly or the disabled. Attach Schedule R	46	
	47	Education credits. Attach Form 8863	47	
	48	Retirement savings contributions credit. Attach Form 8880	48	
	49	Child tax credit (see page 40)	49	600.
	50	Adoption credit. Attach Form 8839	50	
	51	Credits from: a <input type="checkbox"/> Form 8396 b <input type="checkbox"/> Form 8859	51	
	52	Other credits. Check applicable box(es): a <input type="checkbox"/> Form 3800 b <input type="checkbox"/> Form 8801 c <input type="checkbox"/> Specify	52	
	53	Add lines 44 through 52. These are your total credits	53	720.
	54	Subtract line 53 from line 43. If line 53 is more than line 43, enter -0-	54	8,569.
Other Taxes	55	Self-employment tax. Attach Schedule SE	55	
	56	Social security and Medicare tax on tip income not reported to employer. Attach Form 4137	56	
	57	Tax on qualified plans, including IRAs, & other tax-favored accts. Attach Form 5329 if required	57	
	58	Advance earned income credit payments from Form(s) W-2	58	
	59	Household employment taxes. Attach Schedule H	59	
	60	Add lines 54 through 59. This is your total tax	60	8,569.
Payments	61	Federal income tax withheld from Forms W-2 and 1099	61	9,527.
	62	2003 estimated tax payments & amt. applied from 2002 return	62	
	63	Earned income credit (EIC) NO	63	
	64	Excess social security and tier.1 RRTA tax withheld (see page 56)	64	
	65	Additional child tax credit. Attach Form 8812	65	
	66	Amount paid with request for extension to file (see page 56)	66	
	67	Other prmts from: a <input type="checkbox"/> Form 2439 b <input type="checkbox"/> Form 4136 c <input type="checkbox"/> Form 8855	67	
	68	Add lines 61 through 67. These are your total payments	68	9,527.
Refund	69	If line 68 is more than line 60, subtract line 60 from line 68. This is the amount you overpaid	69	958.
	70a	Amount of line 69 you want refunded to you	70a	958.
	b	Routing no. 062000080 c Type: <input checked="" type="checkbox"/> Checking <input type="checkbox"/> Savings		
	d	Account no. 50400135		
	71	Amt. of line 69 you want applied to your 2004 estimated tax	71	
Amount You Owe	72	Amount you owe. Subtract line 68 from line 60. For details on how to pay, see page 57	72	0.
	73	Estimated tax penalty. (see page 58)	73	
Third Party Designee	Do you want to allow another person to discuss this return with the IRS (see page 58)? <input type="checkbox"/> Yes. Complete the following. <input type="checkbox"/> No			
Sign Here	Designee's name	Phone no.	Personal identification number (PIN)	
	Under penalties of perjury, I declare that I have examined this return and accompanying schedules and statements, and to the best of my knowledge and belief, they are true, correct, and complete. Declaration of preparer (other than taxpayer) is based on all information of which preparer has any knowledge.			
	Your signature	Date	Your occupation	Daytime phone number
	Spouse's signature. If a joint return, both must sign.	Date	Spouse's occupation	
			Director of Sales	
Paid Preparer's Use Only	Preparer's signature	Date	Check if self-employed <input type="checkbox"/>	Preparer's SSN or PTIN
	Firm's name (or yours if self-employed), address, & ZIP code	EIN	Phone no.	

SCHEDULE E**(Form 1040)**Department of the Treasury
Internal Revenue Service (99)**Supplemental Income and Loss**(From rental real estate, royalties, partnerships,
S corporations, estates, trusts, REMICs, etc.)

OMB No. 1545-0074

2003Attachment
Sequence No. **13**

Name(s) shown on return

Mickey V Watts and Heather Godfrey-Watts

Your social security no.

Part I Income or Loss From Rental Real Estate and RoyaltiesNote. If you are in the business of renting personal property,
use Schedule C or C-EZ (see page E-3). Report farm rental income or loss from Form 4835 on page 2, line 40.

1 Show the kind and location of each rental real estate property:		2 For each rental real estate prop. listed on line 1, did you or your family use it during the tax year for personal purposes for more than the greater of: • 14 days or • 10% of the total days rented at fair rental value? (See page E-3.)			Yes	No
A	Residence used in filming Big Fish Movie 6976 Eastern Shore Road Mont Alabama	A			X	
B		B				
C		C				

Income:	Properties			Totals (Add columns A, B, and C.)
	A	B	C	
3 Rents received	250.			250.
4 Royalties received				0.
Expenses:				
5 Advertising				
6 Auto and travel (see page E-4)				
7 Cleaning and maintenance				
8 Commissions				
9 Insurance				
10 Legal and other professional fees				
11 Management fees				
12 Mortgage interest paid to banks, etc. (see page E-4)				0.
13 Other interest				
14 Repairs				
15 Supplies				
16 Taxes				
17 Utilities				
18 Other (list)				
19 Add lines 5 through 18	0.	0.	0.	0.
20 Depreciation expense or depletion (see page E-4)				0.
21 Total expenses. Add lines 19 and 20	0.	0.	0.	
22 Income or (loss) from rental real estate or royalty properties. Subtract line 21 from line 3 (rents) or line 4 (royalties). If the result is a (loss), see page E-4 to find out if you must file Form 6198	250.	0.	0.	
23 Deductible rental real estate loss. Caution. Your rental real estate loss on line 22 may be limited. See page E-4 to find out if you must file Form 8582. Real estate professionals must complete line 43 on page 2	(0.)	(0.)	(0.)	
24 Income. Add positive amounts shown on line 22. Do not include any losses				250.
25 Losses. Add royalty losses from line 22 and rental real estate losses from line 23. Enter total losses here				(0.)
26 Total rental real estate and royalty income or (loss). Combine lines 24 and 25. Enter the result here. If Parts II, III, IV, and line 40 on page 2 do not apply to you, also enter this amount on Form 1040, line 17. Otherwise, include this amount in the total on line 41 on page 2				250.

For Paperwork Reduction Act Notice, see Form 1040 instructions.
3E1 GRA Form Forge 2003-W

Schedule E (Form 1040) 2003

03/10/2004 09:45:06PM

watts v. hospitality
Int Discl/RFP 0052

Form **2441****Child and Dependent Care Expenses**

OMB No. 1545-0068

2003Department of the Treasury
Internal Revenue Service (99)

▶ Attach to Form 1040.

▶ See separate instructions.

Attachment
Sequence No. **21**

Name(s) shown on Form 1040

Mickey V Watts and Heather Godfrey-Watts

Your social security number

Before you begin: You need to understand the following terms. See Definitions on page 1 of the instructions.

• Dependent Care Benefits

• Qualifying Person(s)

• Qualified Expenses

• Earned Income

Part I **Persons or Organizations Who Provided the Care –** You must complete this part.
(If you need more space, use the bottom of page 2.)

1	(a) Care provider's name	(b) Address (number, street, apt. no., city, state, and ZIP code)	(c) Identifying number (SSN or EIN)	(d) Amount paid (see instructions)
	Peggy Ann Peacock	7297 Old Mitylene Road Montgomery, Alabama 36117		1,765.
	Aldersgate's	6610 Vaughn Road Montgomery, Alabama 36116		3,928.

Did you receive
dependent care benefits?

No

Complete only Part II below.

Yes

Complete Part III on page 2 next.

Caution: If the care was provided in your home, you may owe employment taxes. See the instructions for Form 1040, line 59.

Part II **Credit for Child and Dependent Care Expenses****2** Information about your qualifying person(s). If you have more than two qualifying persons, see the instructions.

(a) Qualifying person's name		(b) Qualifying person's social security number	(c) Qualified expenses you incurred and paid in 2003 for the person listed in column (a)
First	Last		
Taylor M	Watts		600.

3	Add the amounts in column (c) of line 2. Do not enter more than \$3,000 for one qualifying person or \$6,000 for two or more persons. If you completed Part III, enter the amount from line 26	3	600.																																																						
4	Enter your earned income	4	36,290.																																																						
5	If married filing a joint return, enter your spouse's earned income (if your spouse was a student or was disabled, see the instructions); all others, enter the amount from line 4	5	45,587.																																																						
6	Enter the smallest of line 3, 4, or 5	6	600.																																																						
7	Enter the amount from Form 1040, line 35	7	81,315.																																																						
8	Enter on line 8 the decimal amount shown below that applies to the amount on line 7	8	x .20																																																						
If line 7 is – <table border="0"> <tr> <th>Over</th> <th>But not over</th> <th>Decimal amount is</th> </tr> <tr> <td>\$0 - 15,000</td> <td></td> <td>.35</td> </tr> <tr> <td>15,000 - 17,000</td> <td></td> <td>.34</td> </tr> <tr> <td>17,000 - 19,000</td> <td></td> <td>.33</td> </tr> <tr> <td>19,000 - 21,000</td> <td></td> <td>.32</td> </tr> <tr> <td>21,000 - 23,000</td> <td></td> <td>.31</td> </tr> <tr> <td>23,000 - 25,000</td> <td></td> <td>.30</td> </tr> <tr> <td>25,000 - 27,000</td> <td></td> <td>.29</td> </tr> <tr> <td>27,000 - 29,000</td> <td></td> <td>.28</td> </tr> </table>		Over	But not over	Decimal amount is	\$0 - 15,000		.35	15,000 - 17,000		.34	17,000 - 19,000		.33	19,000 - 21,000		.32	21,000 - 23,000		.31	23,000 - 25,000		.30	25,000 - 27,000		.29	27,000 - 29,000		.28	If line 7 is – <table border="0"> <tr> <th>Over</th> <th>But not over</th> <th>Decimal amount is</th> </tr> <tr> <td>\$29,000 - 31,000</td> <td></td> <td>.27</td> </tr> <tr> <td>31,000 - 33,000</td> <td></td> <td>.26</td> </tr> <tr> <td>33,000 - 35,000</td> <td></td> <td>.25</td> </tr> <tr> <td>35,000 - 37,000</td> <td></td> <td>.24</td> </tr> <tr> <td>37,000 - 39,000</td> <td></td> <td>.23</td> </tr> <tr> <td>39,000 - 41,000</td> <td></td> <td>.22</td> </tr> <tr> <td>41,000 - 43,000</td> <td></td> <td>.21</td> </tr> <tr> <td>43,000 - No limit</td> <td></td> <td>.20</td> </tr> </table>		Over	But not over	Decimal amount is	\$29,000 - 31,000		.27	31,000 - 33,000		.26	33,000 - 35,000		.25	35,000 - 37,000		.24	37,000 - 39,000		.23	39,000 - 41,000		.22	41,000 - 43,000		.21	43,000 - No limit		.20
Over	But not over	Decimal amount is																																																							
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39,000 - 41,000		.22																																																							
41,000 - 43,000		.21																																																							
43,000 - No limit		.20																																																							
9	Multiply line 6 by the decimal amount on line 8. If you paid 2002 expenses in 2003, see the instructions.	9	120.																																																						
10	Enter the amount from Form 1040, line 43, minus any amount on Form 1040, line 44	10	9,289.																																																						
11	Credit for child and dependent care expenses. Enter the smaller of line 9 or line 10 here and on Form 1040, line 45	11	120.																																																						

For Paperwork Reduction Act Notice, see the instructions.
324411 GRA Form Forge 2003-WForm **2441** (2003)

03/10/2004 09:45:06PM

Watts v. Hospitality
Int Disc/RFP 0053

2003

Form 40

Alabama Individual Income Tax Return

Tax year Jan. 1 - Dec. 31, 2003 or other tax year beginning

ending

Your first name & initial (If joint return, also give spouse's first name & initial)		Last name	
Mickey V Watts and Heather		Godfrey-Wa	
Present home address (number and street or P.O. Box number)			
6976 Eastern Shore Road			
City, town or post office, state, and ZIP code			
Montgomery AL 36117			
Your SSN		Spouse's SSN 416-02-1193	
FN (For office use only)			



Filing Status and Exemptions Check only one box.	1	<input type="checkbox"/> \$1,500 Single	5 Name _____ Soc. Sec. No. _____ Relationship _____			
	2	<input checked="" type="checkbox"/> \$3,000 Married filing joint return (even if only one spouse had income)				
	3	<input type="checkbox"/> \$1,500 Married filing sep. return. Complete line 5 with spouse's name & SSN				
	4	<input type="checkbox"/> \$3,000 Head of family (with qualifying person). (See instr.) Complete line 5.				
Income and Adjustments	6	Wages, salaries, tips, etc. (list each employer and address separately):		A - Alabama tax withheld	B - Income	
	a	Guilford Capital Corporation Montg	6a	1,459.00	6a	36,290.00
	b	Marriott International Bethesda MD	6b	1,436.00	6b	38,049.00
	c	Oasis Outsourcing II Inc West Palm	6c	293.00	6c	7,538.00
	d		6d		6d	
	7	Interest and dividend income (also attach Schedule B if over \$1,500)		7	17.00	
	8	Other income (from page 2, Part I, line 9)		8	500.00	
	9	Total income. Add amounts in the income column for line 6a through line 8		9	82,394.00	
	10	Total adjustments to income (from page 2, Part II, line 8)		10		
	11	Adjusted gross income. Subtract line 10 from line 9		11	82,394.00	
	Deductions You Must Attach page 2 of Federal Form 1040, Federal Form 1040A, page 1 of 1040EZ, or a copy of your Telefile Sch. If claiming a deduction on e 13.	12	Check box a, if you itemize deductions, and enter amount from Schedule A, line 26. Check box b, if you do not itemize ded., and enter standard deduction (see instr.)		Box a or b MUST be checked	
		<input checked="" type="checkbox"/> a Itemized Deductions	<input type="checkbox"/> b Standard Deductions	12	12,007.00	
13		Federal tax liability deduction (complete Part V, page 2)		13	8,169.00	
14		Personal exemption (from line 1, 2, 3, or 4)		14	3,000.00	
15		Dependent exemption (from page 2, Part III, line 2)		15	300.00	
16		Total deductions. Add lines 12, 13, 14, and 15		16	23,476.00	
17		Taxable income. Subtract line 16 from line 11		17	58,918.00	
18		Income Tax due. Enter here and check if from <input checked="" type="checkbox"/> Tax Table or <input type="checkbox"/> Form NOL-85A		18	2,868.00	
19		Less credits from: <input type="checkbox"/> Sch. CR and/or <input type="checkbox"/> Sch. OC and/or <input type="checkbox"/> Enterprise Zone Act (see instr.)		19		
20a		Net tax due Alabama. Subtract line 19 from line 18		20a	2,868.00	
Tax Staple Form(s) W-2, W-2G, and/or 1099 here.	b	Consumer Use Tax (use worksheet in the instructions)		20b		
	21	You may make a voluntary contribution to any of the following: Alabama Election Campaign Fund, or Neighbors Helping Neighbors Fund.		21a		
		a AL Democratic Party	\$1 \$2 <input checked="" type="checkbox"/> none	21b		
		b AL Republican Party	\$1 \$2 <input checked="" type="checkbox"/> none	21c		
		c Neighbors Helping Neighbors	\$			
	22	Total tax liability and voluntary contribution. Add lines 20a, 20b, 21a, 21b, and 21c		22	2,868.00	
	23	Alabama income tax withheld (from Forms W-2, W-2G, and/or 1099)		23	3,188.00	
	24	Amount paid with extension (attach Form 4868A)		24		
	25	2003 estimated tax payments (see instructions)		25		
	26	Total payments. Add lines 23 through 25		26	3,188.00	
AMOUNT YOU OWE	27	If line 22 is larger than line 26, subtract line 26 from line 22, and enter AMOUNT YOU OWE. CN Place payment, along with Form 40V, loose in the mailing envelope. (FORM 40V MUST ACCOMPANY PAYMENT.) If paying by credit card do not include Form 40V and check here <input type="checkbox"/>		00		
	28	Estimated tax penalty. Also include on line 27 (see instructions)		28	00	
	29	If line 26 is larger than line 22, subtract line 22 from line 26, and enter amount OVERPAID		29	320.00	
OVERPAID	30	Amount of line 29 to be applied to your 2004 estimated tax		30	00	
	31	You may donate all or part of your overpayment. (Enter \$1, \$5, \$10, \$25, none, or other amt. in the appropriate boxes).				
	a	Senior Services Trust Fund	00	f	AL Indian Children's Scholarship Fund	00
	b	AL Arts Development Fund	00	g	Penny Trust Fund	00
	c	AL Nongame Wildlife Fund	00	h	Foster Care Trust Fund	00
	d	Child Abuse Trust Fund	00	i	Mental Health	00
	e	AL Veterans Program	00	j	AL Breast & Cervical Cancer Program	00
				k	AL 4-H Club	00
	32	Total. Add line 30 and lines 31a, b, c, d, e, f, g, h, i, j and k		32	0.00	
	33	REFUNDED TO YOU Subtract line 32 from line 29. (CAUTION: You must sign this return on page 2.)		33	320.00	

PLEASE

- Verify your social security number
- Recheck your math
- Sign return on page 2
- Attach W-2 form(s)

PART I		1	Alimony received	1	00
		2	Business income or (loss) (attach Federal Schedule C or C-EZ)	2	00
		3	Gain or (loss) from sale of Real Estate, Stocks, Bonds, etc. (attach Schedule D)	3	00
Other come (see instructions)	4a	Total IRA distributions	4a	00	4b Taxable amount (see instructions)
	5a	Total pensions and annuities	5a	1,239	5b Taxable amount (see instructions)
	6	Rents, royalties, partnerships, estates, trusts, etc. (attach Schedule E)	6	250	00
		7	Farm income or (loss) (attach Federal Schedule F)	7	00
		8	Other income (state nature and source - see inst.) <u>Big Fish Movie filming of home</u>	8	250
		9	Total other income. Add lines 1 through 8. Enter here and also on page 1, line 8	9	500

PART II		1a	Your IRA deduction	1a	00
		1b	Spouse's IRA deduction	1b	00
		2	Payments to a Keogh retirement plan and self-employment SEP deduction	2	00
		3	Penalty on early withdrawal of savings	3	00
Adjustments to income (see instructions)	4	Alimony paid Recipient's last name _____ SSN _____ Address _____ City _____ State _____ ZIP _____	4	00	
	5	Adoption expenses	5	00	
	6	Moving Expenses (Attach Fed. Form 3903) to City _____ State _____ ZIP _____	6	00	
	7	Self-employed health insurance deduction	7	00	
	8	Total adjustments. Add lines 1 through 7. Enter here and also on page 1, line 10	8	0	00

PART III		1a	Dependents:	(2) Dependent's social	(3) Dependent's relationship to you.	(4) Did you provide more than one-half dep. support?
Dependents Do not include yourself or your spouse (See instructions)	(1) First name	Last name				
	Taylor	Watts		daughter	Yes	
		b	Total number of dependents claimed above	1		
		2	Amount allowed. (Multiply \$300 by total number of dependents claimed on line 1b.) Enter amount here and on page 1, line 15	2	300	00

PART IV		1	Residency	<input checked="" type="checkbox"/> Full Year If you were a part-year resident of Alabama during 2003, indicate your period of residence: Check only 1 box <input type="checkbox"/> Part Year From _____ 2003 - _____ 2003. Total mos. 0
		2	Did you file an Alabama income tax return for year 2002?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
		3	If no, state reason.	
General information	4	Give name and address of present employer(s). Yours <u>Guilford Capital Corporation 2600 Ea</u> <u>Montgomery AL 36116</u> Your Spouse's <u>Wingate Inn 2060 Eastern Blvd Montgo</u>		
	5	Enter Federal Adjusted Gross Income \$ <u>81,315</u> and Federal Taxable Income \$ <u>62,665</u> as reported on your 2003 Federal Individual Income Tax Return.		
All Taxpayers Must Complete This Section.	6	Do you have income which is reported on your Federal return, but not reported on your AL return (other than your state tax refund)?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
		If yes, enter source(s) and amount(s) below: (other than state income tax refund)		
		Source	Amount	00
		Source	Amount	00

PART V		1	Enter the Federal Income Liability as shown on your 2003 Federal return.	1	8,569
		2	Enter your 2003 Federal Advance Child Tax Credit	2	400
		3	Subtract line 2 from line 1, enter here and on line 13, page 1, Form 40	3	8,169

Sign Here Keep a copy of this return for your records.	<input type="checkbox"/> I authorize a representative of the Department of Revenue to discuss my return and attachments with my preparer. Under penalties of perjury, I declare that I have examined this return and accompanying schedules and statements, and to the best of my knowledge and belief, they are true, correct, and complete. Declaration of preparer (other than taxpayer) is based on all information of which preparer has any knowledge.			
	Your signature	Date	Daytime telephone no.	Your occupation
	Spouse's signature (if joint return, BOTH must sign)	Date	Daytime telephone no.	Spouse's occupation
Paid Preparer's Use Only	Preparer's signature	Date	Check if self-employed <input type="checkbox"/>	Preparer's SSN or PTIN
	Firm's name (or yours if self-employed) and address	SELF-PREPARED		
		E.I. No.	ZIP Code	

WHERE TO FILE FORM 40

If you are not making a payment, mail your return to: Alabama Department of Revenue
P.O. Box 164
Montgomery, AL 36135-0001

If you are making a payment, mail your return, Form 40V, and pymt. to: Alabama Department of Revenue
P.O. Box 2401
Montgomery, AL 36140-0001

Mail only your 2003 Form 40 to one of the above addresses. Prior year returns, amended returns, and all other correspondence should be mailed to Alabama Department of Revenue, P.O. Box 527464, Montgomery, AL 36132-7464.

**SCHEDULE
A, B, & CR
(FORM 40)**

**ALABAMA DEPARTMENT OF REVENUE
Schedule A -- Itemized Deductions
(Schedules B and CR are on page 2)
ATTACH TO FORM 40 -- SEE INSTRUCTIONS FOR SCHEDULE A**

2003

Name(s) as shown on Form 40

Your social security number

Mickey V Watts and Heather Godfrey-Watts

The itemized deductions you may claim for the year 2003 are similar to the itemized deductions claimed on your Federal return, however, the amounts may differ. Please see instructions before completing this schedule. **PART-YEAR RESIDENTS:** A resident of Alabama for only a part of the year should list below only those deductions actually paid while a resident of Alabama.

Medical and Dental Expenses (See instructions)		CAUTION: Do not include expenses reimbursed or paid by others.				
1	Medical and dental expenses	1		00		
2	Enter amount from Form 40, line 11	2		00		
3	Multiply the amount on line 2 by 4% (.04). Enter the result	3		00		
4	Subtract line 3 from line 1. Enter the result. If zero or less, enter -0-	4				00
Taxes You Paid (See instructions)		5	Real estate taxes	315	00	
6	FICA Tax (Social Security & Medicare) & Federal Self-Employment Tax	6		6,389	00	
7	Railroad Retirement (Tier 1 only)	7			00	
8	Other taxes. (List -- include personal prop. taxes.)	8			00	
9	Add the amounts on lines 5 through 8. Enter the total here	9				6,704 00
Interest You Paid (See instructions)		10a	Home mortg. interest & points reported to you on Fed. Form 1098	4,798	00	
		b	Home mortgage interest not reported to you on Fed. Form 1098. (If paid to an individual, show that person's name & address)			
		10b			00	
NOTE: Personal interest is not deductible.		11	Points not reported to you on Form 1098		00	
12	Investment interest. (Attach Form 4952A)	12			00	
13	Add the amounts on lines 10a through 12. Enter the total here	13				4,798 00
Gifts to Charity (See instructions)		CAUTION: If you made a charitable contribution and received a benefit in return, see instructions.				
14	Contributions by cash or check	14		505	00	
15	Other than cash/check. (You MUST attach Fed. Form 8283 if over \$500.)	15			00	
16	Carryover from prior year	16			00	
17	Add the amounts on lines 14 through 16. Enter the total here	17				505 00
Casualty and Theft Loss (Attach Form 4684)		18a	Enter the amount from Federal Form 4684, line 16 (See instructions)		00	
		b	Enter 10% of your adjusted gross income (Form 40, line 11)		00	
		c	Subtract line 18b from line 18a. If zero or less, enter -0-			00
Job Expenses & Most Other Miscellaneous Deductions (See instructions)		19	Unreimbursed employee expenses -- job travel, union dues, job education, etc. (You MUST attach Federal Form 2106 if required.)		00	
		20	Other expenses (investment, tax preparation, safe deposit box, etc.). List type & amt.		00	
		21	Add the amounts on lines 19 and 20. Enter the total		00	
		22	Multiply amount on Form 40, line 11 by 2% (.02). Enter result here		00	
		23	Subtract line 22 from line 21. Enter the result. If zero or less, enter -0-			00
Other Miscellaneous Deductions		24	Other (from list in the instructions). List type and amount.			00
Qualified Long-Term Care Ins. Premiums		CAUTION: Do not include medical premiums.				
25	Enter amount here	25				00
Total Itemized Deductions	Add the amounts on lines 4, 9, 13, 17, 18c, 23, 24, and 25. Enter the total here. Then enter on Form 40, page 1, line 12	26				12,007 00

Schedule A (Form 40) 2003

03/10/2004 09:50:52PM

Declaration Control Number (DCN)

00 - - 4

FORM

ALABAMA DEPARTMENT OF REVENUE

AL8453OL

Individual Income Tax Declaration for On-Line Filing

2003

For the year January 1 - December 31, 2003

Label Use Alabama label. Otherwise, please type or print.	L A B E L H E R E	Your first name and initial Mickey	Last name V Watts	Your social security number
		If a joint return, spouse's first name and initial Heather	Last name Godfrey-Watts	Spouse's soc. sec. no. if joint return 416-02-1193
		Home address (number and street). If a P.O. Box, see instructions. 6976 Eastern Shore Road		Apt. no.
		City, town or post office, state, and ZIP code Montgomery AL 36117		Telephone number (optional) (334) 288-3992
				FN (For official use only)

Part I**Tax Return Information**

(Whole dollars only.)

1 Alabama taxable income (Form 40, line 17)	1	58,918
2 Total tax liability (Form 40, line 22)	2	2,868
3 Total tax payment (Form 40, line 26)	3	3,188
4 Refund (Form 40, line 33)	4	320
5 Amount you owe (Form 40, line 27)	5	

Part II**Direct Deposit**

- 1 Routing number: **062000080**
- 2 Account number: **50400135**
- 3 Type of account: ☒ Checking ☐ Savings

Part III**Declaration of Taxpayer**

(Sign only after Part I is completed.)

Under penalties of perjury, I declare that I have compared the information contained on my return with the information I have provided to my on-line service provider (OLSP), identified by the above declaration control number, and that the amounts described in Part I above agree with the amounts shown on the corresponding lines of my 2003 Alabama individual income tax return. To the best of my knowledge and belief this return, including any accompanying schedules and statements, is true, correct, and complete. Also, I hereby authorize the Alabama Department of Revenue to disclose to my OLSP any information concerning the disbursement of the refund requested or any problems encountered in the processing of my return.

Sign Here

Your signature

Date

Spouse's signature. If a joint rtn., BOTH must sign.

Date

**Please complete and retain
with your income tax records.**

NOTE: Retain for three years from the due date of the return or three years from the date the return was transmitted, whichever is later.

The Alabama Department of Revenue has installed a new Voice Refund Inquiry System for refund inquiries. The telephone number is (334) 353-2540, and is available 24 hours a day. Please have a copy of your return available when calling.

DO NOT MAIL! RETAIN IN YOUR FILE.

WATTS, HEATHER G SSN: 416-02-1193 ID: 01520914 End: 10/30/2005 Chk: 11/04/2005 Bill Unit: MONT Chk No: 00412326
 MONTGOMERY VENTURES, LLC

EARNINGS	Rate	Hours	This Period	Year to Date
SAL	.00	.00	292.31	25,061.53
BNS	.00	.00	3,800.00	14,600.00
GROSS PAY			\$ 4,092.31	39,661.53

ACCRUALS
 VAC
 TAX INFO M 01 AL 00
 Current Balance 40.00

DEDUCTIONS	Statutory	Voluntary	This Period	Year to Date
FICA			308.47	2,933.12
FEDERAL			648.46	4,803.33
STATE WH AL			152.65	1,344.84
125INS			60.00*	1,320.00
EP12				520.23
EP11				9,884.05
NET PAY			\$ 2,922.73	

* Excluded from federal taxable wages
 Your federal taxable wages this period are \$ 4,032.31

STATEMENT OF EARNINGS & DEDUCTIONS... DETACH AND RETAIN FOR YOUR RECORDS

For Check/Earnings detail visit our secure
 website at <http://www.paymaxxcentral.com>
 Your secret PIN number is 261645161

CompuPay
 Innovation Pays

DEFENDANT'S
 EXHIBIT

18

W2 Wage and Tax Statement

2005

OMB No. 1545-0048
MONT MONT

1	Wages, tips, other compensation	39262.88	2	Federal income tax withheld	4852.39
3	Social security wages	39262.88	4	Social security tax withheld	2434.30
5	Medicare wages and tips	39262.88	6	Medicare tax withheld	569.31
10	Dependent care benefits		11	Nonqualified plans	
12a	Sec instructions for box 12		12b	Statutory retirement plan	
13	Employer's social security number	04-3688587	14	Other	
15	Employer's name, address, and ZIP code	WATTS HOSPITALITY, LLC 106 EASTERN SHORE ROAD PEACHTREE CITY, GA 30326	16	State	GA
17	State income tax	1371.92	18	Local income tax	
19	Local income tax		20	Locality name	

10 To the filer with Employer's Federal Tax Return
Information is being furnished to the Internal Revenue Service.

11 Employer's name, address, and ZIP code
WATTS HOSPITALITY, LLC
106 EASTERN SHORE ROAD
PEACHTREE CITY, GA 30326

12 TOWER PLACE 3340 PEACHTREE RD
PEACHTREE CITY, GA 30326

13 STATE 605
GA 30326

14 WATTS HOSPITALITY, LLC
106 EASTERN SHORE ROAD
PEACHTREE CITY, GA 30326

15 WATTS HOSPITALITY, LLC
106 EASTERN SHORE ROAD
PEACHTREE CITY, GA 30326

16 WATTS HOSPITALITY, LLC
106 EASTERN SHORE ROAD
PEACHTREE CITY, GA 30326

17 WATTS HOSPITALITY, LLC
106 EASTERN SHORE ROAD
PEACHTREE CITY, GA 30326

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26 WATTS HOSPITALITY, LLC
106 EASTERN SHORE ROAD
PEACHTREE CITY, GA 30326

27 WATTS HOSPITALITY, LLC
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PEACHTREE CITY, GA 30326

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29 WATTS HOSPITALITY, LLC
106 EASTERN SHORE ROAD
PEACHTREE CITY, GA 30326

30 WATTS HOSPITALITY, LLC
106 EASTERN SHORE ROAD
PEACHTREE CITY, GA 30326

31 WATTS HOSPITALITY, LLC
106 EASTERN SHORE ROAD
PEACHTREE CITY, GA 30326

32 WATTS HOSPITALITY, LLC
106 EASTERN SHORE ROAD
PEACHTREE CITY, GA 30326

33 WATTS HOSPITALITY, LLC
106 EASTERN SHORE ROAD
PEACHTREE CITY, GA 30326

34 WATTS HOSPITALITY, LLC
106 EASTERN SHORE ROAD
PEACHTREE CITY, GA 30326

35 WATTS HOSPITALITY, LLC
106 EASTERN SHORE ROAD
PEACHTREE CITY, GA 30326

36 WATTS HOSPITALITY, LLC
106 EASTERN SHORE ROAD
PEACHTREE CITY, GA 30326

37 WATTS HOSPITALITY, LLC
106 EASTERN SHORE ROAD
PEACHTREE CITY, GA 30326

38 WATTS HOSPITALITY, LLC
106 EASTERN SHORE ROAD
PEACHTREE CITY, GA 30326

39 WATTS HOSPITALITY, LLC
106 EASTERN SHORE ROAD
PEACHTREE CITY, GA 30326

RM 1099-G

STATE OF ALABAMA
DEPARTMENT OF INDUSTRIAL RELATIONS
UNEMPLOYMENT COMPENSATION AGENCY
MONTGOMERY, ALABAMA 36131

IMPORTANT TAX DOCUMENT

HEATHER G WATTS
6976 EASTERN SHORE RD
MONTGOMERY, AL 36117-7612

Payer's Name, Street, City, State, and ZIP Code STATE OF ALABAMA DEPARTMENT OF INDUSTRIAL RELATIONS UNEMPLOYMENT COMPENSATION AGENCY 649 MONROE STREET MONTGOMERY, AL 36131		Certain Government Payments	
Recipient's Identification Number 416-02-1193	1 Unemployment Compensation 1,320.00	OMB No. 1545-0120 2005	Copy B For Recipient This is important tax information and is being furnished to the Internal Revenue Service. If you are required to file a return, a negligence penalty or other sanction may be imposed on you if this income is taxable and the IRS determines that it has not been reported.
Recipient's Name (first, middle, last) & Address HEATHER G WATTS 6976 EASTERN SHORE RD MONTGOMERY, AL 36117-7612	4 Federal Income Tax Withheld 132.00	5 ATAA Payments	
	FEIN: 630674968		
Account Number (optional)			

Form 1099-G

Department of the Treasury • Internal Revenue Service

Instructions to Recipient

Box 1— Shows the total unemployment compensation paid to you this year by the payer. This amount is taxable income to you. For more information, see the instructions for your Federal income tax return.

Box 4— Shows the total amount of withholding you requested on unemployment compensation paid to you this year by the payer.

Box 5— Shows the total amount of ATAA paid to this year by the payer.

Form Department of the Treasury - Internal Revenue Service
1040A U.S. Individual Income Tax Return 2005 IRS Use Only - Do not write or staple in this space.

Label	Your first name and initial	Last name	OMB No. 1545-0074
	Mickey V	Watts	Your social security number
	If a joint return, spouse's first name and initial	Last name	Spouse's social security number
	Heather	Godfrey-Watts	416-02-1193
Use the IRS label. Otherwise, please print or type.	Home address (number and street). If you have a P.O. box, see instructions.		Apt. no.
	6976 Eastern Shore Road		
	City, town or post office, state, and ZIP code. If you have a foreign address, see instructions.		
Montgomery, AL 36117		You must enter your SSN(s) above. ▲	
		Checking a box below will not change your tax or refund.	

Presidential

Election Campaign Check here if you, or your spouse if filing a joint return, want \$3 to go to this fund? ☐ You ☐ Spouse

Filing status

Check only one box.

- 1 ☐ Single
 2 ☒ Married filing jointly (even if only one had income)
 3 ☐ Married filing separately. Enter spouse's SSN above and full name here. ☐ Head of household (with qualifying person). (See instructions)
 If the qualifying person is a child but not your dependent, enter this child's name here. ☐ Qualifying widow(er) with dependent child (See instructions)

Exemptions

6a ☒ Yourself. If someone can claim you as a dependent, do not check box 6a

b ☒ Spouse

c Dependents:

(1) First name Last name

Taylor Morgen Watts
Tanner Watts

(2) Dependent's social security number

(3) Dependent's relationship to you

Daughter
Son

(4) Check if qualifying child for child tax credit (see instr.)

☒
☒

Boxes checked on 6a and 6b **2**

No. of children on 8c who:

• lived with you **2**

• did not live with you due to divorce or separation (see instructions) **0**

Dependents on 8c not entered above **0**

Add numbers on lines above **4**

d Total number of exemptions claimed.

Income

Attach Form(s) W-2 here. Also attach Form(s) 1099-R if tax was withheld.

If you did not get a W-2, see instructions.

Enclose, but do not attach, any payment.

7	Wages, salaries, tips, etc. Attach Form(s) W-2.	7	78,060.
8a	Taxable interest. Attach Schedule 1 if required.	8a	3,653.
b	Tax-exempt interest. Do not include on line 8a.	8b	
9a	Ordinary dividends. Attach Schedule 1 if required.	9a	
b	Qualified dividends (See instructions)	9b	
10	Capital gain distributions (See instructions)	10	
11a	IRA distributions.	11a	
11b	Taxable amount (See instructions)	11b	
12a	Pensions and annuities.	12a	
12b	Taxable amount (See instructions)	12b	
13	Unemployment compensation and Alaska Permanent Fund dividends.	13	1,320.
14a	Social security benefits.	14a	
14b	Taxable amount (See instructions)	14b	
15	Add lines 7 through 14b (far right column). This is your total income.	15	83,033.
16	Educator expenses (See instructions)	16	
17	IRA deduction. (See instructions)	17	720.
18	Student loan interest deduction. (See instructions)	18	794.
19	Tuition and fees deduction. (See instructions)	19	
20	Add lines 16 through 19. These are your total adjustments.	20	1,514.
21	Subtract line 20 from line 15. This is your adjusted gross income.	21	81,519.

For Disclosure, Privacy Act, and Paperwork Reduction Act Notice, see instructions.

Form 1040A (2005)

UYA

02/14/2006 09:14:34PM

Watts v. Hospitality
 Int Disc/RFP 0060

Tax, credits, and payments

22 Enter the amount from line 21 (adjusted gross income). 22 81,519.

23a Check ☐ You were born before January 2, 1941, ☐ Blind } Total boxes
if: ☐ Spouse was born before January 2, 1941, ☐ Blind } checked ▶ 23a 0
b If you are married filing separately and your spouse itemizes deductions, see instructions and check here ▶ 23b ☐

Standard Deduction for -

• People who checked any box on line 23a or 23b or who can be claimed as a dependent. See inst.

• All others:
Single or Married filing separately, \$5,000
Married filing jointly or Qualifying widow(er), \$10,000
Head of household, \$7,300

24 Enter your **standard deduction** (See left margin). 24 10,000.

25 Subtract line 24 from line 22. If line 24 is more than line 22, enter -0-. 25 71,519.

26 If line 22 is over \$109,475, or you provided housing to a person displaced by Hurricane Katrina, see instructions. Otherwise, multiply \$3,200 by the total number of exemptions claimed on line 6d. 26 12,800.

27 Subtract line 26 from line 25. If line 26 is more than line 25, enter -0-. This is your **taxable income**. ▶ 27 58,719.

28 Tax, including any alternative minimum tax. (See instructions). 28 8,079.

29 Credit for child and dependent care expenses. Attach Schedule 2. 29 1,200.

30 Credit for the elderly or the disabled. Attach Schedule 3. 30

31 Education credits. Attach Form 8863. 31

32 Retirement savings contributions credit. Attach Form 8880. 32

33 Child tax credit. (See instructions). Attach Form 8901 if required. 33 2,000.

34 Adoption credit. Attach Form 8839. 34

35 Add lines 29 through 34. These are your **total credits**. 35 3,200.

36 Subtract line 35 from line 28. If line 35 is more than line 28, enter -0-. 36 4,879.

37 Advance earned income credit payments from Form(s) W-2. 37

38 Add lines 36 and 37. This is your **total tax**. ▶ 38 4,879.

39 Federal income tax withheld from Forms W-2 and 1099. 39 8,285.

40 2005 estimated tax payments and amount applied from 2004 return. 40

41a **Earned income credit (EIC)**. 41a

b Nontaxable combat pay election. 41b

42 Additional child tax credit. Attach Form 8812. 42

43 Add lines 39, 40, 41a, and 42. These are your **total payments**. ▶ 43 8,285.

44 If line 43 is more than line 38, subtract line 38 from line 43. This is the amount you **overpaid**. 44 3,406.

45a Amount of line 44 you want **refunded to you**. ▶ 45a 3,406.

▶ b Routing number 062000080 ▶ c Type: ☒ Checking ☐ Savings
▶ d Account number 50400135

46 Amount of line 44 you want **applied to your 2006 estimated tax**. 46

47 **Amount you owe**. Subtract line 43 from line 38. For details on how to pay, see instructions. ▶ 47

48 Estimated tax penalty. (See instructions). 48

Refund

Direct Deposit?
See instructions and fill in 45b, 45c, and 45d.

Third party designee

Do you want to allow another person to discuss this return with the IRS? (see instructions) ☐ Yes. Complete the following. ☐ No

Designee's name ▶ Phone no. ▶ Personal identification number (PIN) ▶

Sign here

Under penalties of perjury, I declare that I have examined this return and accompanying schedules and statements, and to the best of my knowledge and belief, they are true, correct, and accurately list all amounts and sources of income I received during the tax year. Declaration of preparer (other than the taxpayer) is based on all information of which the preparer has any knowledge.

Your signature Date Your occupation Daytime phone number
Asset Manager 334-354-2619
Spouse's signature. If a joint return, both must sign. Date Spouse's occupation
Director of Sales

Paid preparer's use only

Preparer's signature Date Check if self-employed ☐ Preparer's SSN or PTIN
Firm's name (or yours if self-employed), address, and ZIP code EIN
Phone no.

Schedule 1

(Form 1040A)

Interest and Ordinary Dividends for Form 1040A Filers

2005

OMB No. 1545-0074

Name(s) shown on Form 1040A

Your social security number

Mickey V Watts and Heather Godfrey-Watts

Part I

Note. If you received a Form 1099-INT, Form 1099-OID, or substitute statement from a brokerage firm, enter the firm's name and the total interest shown on that form.

Interest

(See the instructions for Form 1040A, line 8a.)

- 1 List name of payer. If any interest is from a seller-financed mortgage and the buyer used the property as a personal residence, see the instructions and list this interest first. Also, show that buyer's social security number and address.

Amount

Regions Bank	1	3,653.
--------------	---	--------

- 2** Add the amounts on line 1.

2	3,653.
---	--------

- 3 Excludable interest on series EE and I U.S. savings bonds issued after 1989. Attach Form 8815.

3

- 4** Subtract line 3 from line 2. Enter the result here and on Form 1040A, line 8a.

4	3,653.
---	--------

Part II

Note. If you received a Form 1099-DIV or substitute statement from a brokerage firm, enter the firm's name and the ordinary dividends shown on that form.

Ordinary dividends

(See the instructions for Form 1040A, line 9a.)

- 5 List name of payer.

Amount

5	
---	--

- 6** Add the amounts on line 5. Enter the total here and on Form 1040A, line 9a.

8 |

For Paperwork Reduction Act Notice, see Form 1040A Instructions.
UYA

Schedule 1 (Form 1040A) 2005

02/14/2006 09:14:34PM

Watts v. Hospitality
Int Disc/RFP 0062

Schedule 2

(Form 1040A)

Child and Dependent Care
Expenses for Form 1040A Filers

2005

OMB No. 1545-0074

Name(s) shown on Form 1040A

Your social security number

Mickey V Watts and Heather Godfrey-Watts

Before you begin: You need to understand the following terms. See Definitions on page 1 of the separate instructions.

• Dependent Care Benefits

• Qualifying Person(s)

• Qualified Expenses

Part I	(a) Care provider's name	(b) Address (number, street, apt. no., city, state, and ZIP code)	(c) Identifying number (SSN or EIN)	(d) Amount paid (see instructions)
1				
Persons or organizations who provided the care	Green Gate School	3265 McGhee Road Montgomery, Al 36111		2,813.
	Taylor Road Baptist	1685 Taylor Road Montgomery, Alabama 36117		2,572.

(If you need more space, use the bottom of page 2.)

You must complete this part.

Did you receive dependent care benefits?

No

Complete only Part II below.

Yes

Complete Part III on page 2 next.

Caution. If the care was provided in your home, you may owe employment taxes. If you do, you must use Form 1040. See Schedule H and its instructions for details.

Part II

2 Information about your qualifying person(s). If you have more than two qualifying persons, see the instructions.

Credit for child and dependent care expenses

(a) Qualifying person's name	(b) Qualifying person's social security number	(c) Qualified expenses you incurred and paid in 2005 for the person listed in column (a)
First Last		
Taylor Morgen Watts		3,000.
Tanner Watts		3,200.

3 Add the amounts in column (c) of line 2. Do not enter more than \$3,000 for one qualifying person or \$6,000 for two or more persons. If you completed Part III, enter the amount from line 26.

3 6,000.

4 Enter your earned income. See the instructions.

4 38,797.

5 If married filing jointly, enter your spouse's earned income (if your spouse was a student or was disabled, see the instructions); all others, enter the amount from line 4.

5 39,263.

6 Enter the smallest of line 3, 4, or 5.

6 6,000.

7 Enter the amount from Form 1040A, line 22. 7 81,519.

8 Enter on line 8 the decimal amount shown below that applies to the amount on line 7.

If line 7 is:

If line 7 is:

Over	But not over	Decimal amount is
\$0-15,000		.35
15,000-17,000		.34
17,000-19,000		.33
19,000-21,000		.32
21,000-23,000		.31
23,000-25,000		.30
25,000-27,000		.29
27,000-29,000		.28

Over	But not over	Decimal amount is
\$29,000-31,000		.27
31,000-33,000		.26
33,000-35,000		.25
35,000-37,000		.24
37,000-39,000		.23
39,000-41,000		.22
41,000-43,000		.21
43,000-No limit		.20

8 X .20

9 Multiply line 6 by the decimal amount on line 8. If you paid 2004 expenses in 2005, see the instructions.

9 1,200.

10 Enter the amount from Form 1040A, line 28.

10 8,079.

11 Credit for child and dependent care expenses. Enter the smaller of line 9 or line 10 here and on Form 1040A, line 29.

11 1,200.

Paperwork Reduction Act Notice, see instructions.

Schedule 2 (Form 1040A) 2005

Form 1040 (2004) Mickey V Watts and Heather Godfrey-Watts

Tax and Credits**Standard Deduction for -**

• People who checked any box on line 38a or 38b or who can be claimed as a dependent. See instructions.

• All others:

Single or Married filing separately, \$4,850

Married filing jointly or Qualifying widow(er), \$9,700

Head of household, \$7,150

37	Amount from line 36 (adjusted gross income)	37	66,578.
38a	Check <input type="checkbox"/> You were born before January 2, 1940, <input type="checkbox"/> Blind. <input type="checkbox"/> Spouse was born before January 2, 1940, <input type="checkbox"/> Blind. Total boxes checked <input type="checkbox"/> 38a <input type="checkbox"/> 0		
b	If your spouse itemizes on a separate return or you were a dual-status alien, see instructions and check here <input type="checkbox"/> 38b		
39	Itemized deductions (from Schedule A) or your standard deduction (see left margin)	39	9,700.
40	Subtract line 39 from line 37	40	56,878.
41	If line 37 is \$107,025 or less, multiply \$3,100 by the total number of exemptions claimed on line 6d. If line 37 is over \$107,025, see instructions	41	9,300.
42	Taxable income. Subtract line 41 from line 40. If line 41 is more than line 40, enter -0-	42	47,578.
43	Tax (see instructions). Check if any tax is from: a <input type="checkbox"/> Form(s) 8814 b <input type="checkbox"/> Form 4972	43	6,421.
44	Alternative minimum tax (see instructions). Attach Form 6251	44	
45	Add lines 43 and 44	45	6,421.
46	Foreign tax credit. Attach Form 1116 if required	46	
47	Credit for child and dependent care expenses. Attach Form 2441	47	160.
48	Credit for the elderly or the disabled. Attach Schedule R	48	
49	Education credits. Attach Form 8863	49	
50	Retirement savings contributions credit. Attach Form 8880	50	
51	Child tax credit (see instructions)	51	1,000.
52	Adoption credit. Attach Form 8839	52	
53	Credits from: a <input type="checkbox"/> Form 8396 b <input type="checkbox"/> Form 8859	53	
54	Other credits. Check applicable box(es): a <input type="checkbox"/> Form 3800 b <input type="checkbox"/> Form 8801 c <input type="checkbox"/> Specify	54	
55	Add lines 46 through 54. These are your total credits	55	1,160.
56	Subtract line 55 from line 45. If line 55 is more than line 45, enter -0-	56	5,261.
57	Self-employment tax. Attach Schedule SE	57	
58	Social security and Medicare tax on tip income not reported to employer. Attach Form 4137	58	
59	Additional tax on IRAs, other qualified retirement plans, etc. Attach Form 5329 if required	59	
60	Advance earned income credit payments from Form(s) W-2	60	
61	Household employment taxes. Attach Schedule H	61	
62	Add lines 56 through 61. This is your total tax	62	5,261.

Other Taxes**Payments**

If you have a qualifying child, attach Schedule EIC.

63	Federal income tax withheld from Forms W-2 and 1099	63	5,583.
64	2004 estimated tax payments and amount applied from 2003 return	64	
65a	Earned income credit (EIC) <input type="checkbox"/> NO <input type="checkbox"/> YES	65a	
b	Nontaxable combat pay election <input type="checkbox"/> 65b		
66	Excess social security and tier 1 RRTA tax withheld	66	
67	Additional child tax credit. Attach Form 8812	67	
68	Amount paid with request for extension to file (see instructions)	68	
69	Other payments from: a <input type="checkbox"/> Form 2439 b <input type="checkbox"/> Form 4136 c <input type="checkbox"/> Form 8885	69	
70	Add lines 63, 64, 65a, and 66 through 69. These are your total payments	70	5,583.

Refund

Direct deposit? See instructions and fill in 72b, 72c, and 72d.

71	If line 70 is more than line 62, subtract line 62 from line 70. This is the amount you overpaid	71	322.
72a	Amount of line 71 you want refunded to you	72a	322.
b	Routing number 062000080	c	Type: <input checked="" type="checkbox"/> Checking <input type="checkbox"/> Savings
d	Account number 50400135		
73	Amount of line 71 you want applied to your 2005 estimated tax	73	

Amount You Owe

74	Amount you owe. Subtract line 70 from line 62. For details on how to pay, see instructions	74	0.
75	Estimated tax penalty (see instructions)	75	

Third Party Designee

Do you want to allow another person to discuss this return with the IRS (see instructions)? ☐ Yes. Complete the following. ☐ No

Designee's name Phone no. Personal identification number (PIN)

Sign Here

Under penalties of perjury, I declare that I have examined this return and accompanying schedules and statements, and to the best of my knowledge and belief, they are true, correct, and complete. Declaration of preparer (other than taxpayer) is based on all information of which preparer has any knowledge.

Joint return? See instructions. Keep a copy for your records.	Your signature <input type="text"/>	Date <input type="text"/>	Your occupation <input type="text"/>	Daytime phone number <input type="text"/>
	Spouse's signature. If a joint return, both must sign. <input type="text"/>	Date <input type="text"/>	Spouse's occupation <input type="text"/>	
			Director of Sales	

Paid Preparer's Use Only

Preparer's signature <input type="text"/>	Date <input type="text"/>	Check if self-employed <input type="checkbox"/>	Preparer's SSN or PTIN <input type="text"/>
Firm's name (or yours if self-employed), address, and ZIP code <input type="text"/>	EIN <input type="text"/>	Phone no. <input type="text"/>	

SCHEDULES
A, B, & CR
(FORM 40)

ALABAMA DEPARTMENT OF REVENUE
Schedule A - Itemized Deductions
(Schedules B and CR are on Page 2)

2005

ATTACH TO FORM 40 - SEE INSTRUCTIONS FOR SCHEDULE A

Name(s) as shown on Form 40

Mickey V Watts and Heather Godfrey-Watts

Your social security number

The itemized deductions you may claim for the year 2005 are similar to the itemized deductions claimed on your Federal return, however, the amounts may differ. Please see instructions before completing this schedule. **PART-YEAR RESIDENTS:** A resident of Alabama for only a part of the year should list below only those deductions actually paid while a resident of Alabama.

Medical and Dental Expenses (See instructions)		CAUTION: Do not include expenses reimbursed or paid by others.		1	00		
1 Medical and dental expenses				1	00		
2 Enter amount from Form 40, line 11.		2		00			
3 Multiply the amount on line 2 by 4% (.04). Enter the result		3		00			
4 Subtract line 3 from line 1. Enter the result. If zero or less, enter -0-		4		00			
Taxes You Paid (See instructions)		5 Real estate taxes		5	339	00	
6 FICA Tax (Social Security and Medicare) and Federal Self-Employment Tax		6		6,032	00		
7 Railroad Retirement (Tier 1 only)		7		00			
8 Other taxes. (List - include personal property taxes.)		8		00			
9 Add the amounts on lines 5 through 8. Enter the total here		9		6,371	00		
Interest You Paid (See instructions)		10a Home mortgage interest and points reported to you on Federal Form 1098.		10a	3,653	00	
b Home mortgage interest not reported to you on Federal Form 1098. (If paid to an individual, show person's name and address.)		10b		00			
NOTE: Personal interest is not deductible.		11 Points not reported to you on Form 1098		11	00		
12 Investment interest. (Attach Form 4952A)		12		00			
13 Add the amounts on lines 10a through 12. Enter the total here		13		3,653	00		
Gifts to Charity (See instructions)		CAUTION: If you made a charitable contribution and received a benefit in return, see instructions.					
14 Contributions by cash or check		14		600	00		
15 Other than cash/check. (You MUST attach Federal Form 8283 if over \$500.)		15		00			
16 Carryover from prior year		16		00			
17 Add the amounts on lines 14 through 16. Enter the total here		17		600	00		
Casualty and Theft Loss (Attach Form 4684)		18a Enter the amount from Federal Form 4684, line 16 (See instructions)		18a	00		
b Enter 10% of your Adjusted Gross Income (Form 40, line 11).		18b		00			
c Subtract line 18b from line 18a. If zero or less, enter -0-		18c		00			
Job Expenses and Most Other Miscellaneous Deductions (See instructions)		19 Unreimbursed employee expenses - job travel, union dues, job education, etc. (You MUST attach Federal Form 2106 if required.)		19	00		
20 Other expenses (investment, tax preparation, safe deposit box, etc.)		20		00			
21 Add the amounts on lines 19 and 20. Enter the total		21		00			
22 Multiply the amount on Form 40, line 11 by 2% (.02). Enter the result here		22		00			
23 Subtract line 22 from line 21. Enter the result. If zero or less, enter -0-		23		00			
Other Miscellaneous Deductions		24 Other (from list in the instructions). List type and amount.		24	00		
Qualified Long-Term Care Ins. Premiums		CAUTION: Do not include medical premiums.					
25 Enter amount here		25		00			
Total Itemized Deductions		26 Add the amounts on lines 4, 9, 13, 17, 18c, 23, 24, and 25. Enter the total here. Then enter on Form 40, page 1, line 12.		26	10,624	00	

AL (1084)

Schedule A (Form 40) 2005

04/16/2006 10:32:11PM

watts v. Hospitality
Int Disc/RFP 0065

Schedules A, B, & CR (Form 40) 2005

Page 2

Name(s) as shown on Form 40 (Do not enter name and social security number if shown on Page 1)

Your social security number

Mickey V Watts and Heather Godfrey-Watts

SCHEDULE B - Interest And Dividend Income

If you received more than \$1500 of interest and dividend income, you must complete Schedule B.

INTEREST INCOME. All interest received should be itemized on Schedule B. List all interest received on bank deposits, notes, mortgages, bonds, and other evidences of indebtedness, including bonds of the United States, and any state or territory and the political subdivisions thereof. All interest received is taxable except: (a) interest on obligations of the United States or its possessions; or (b) interest on obligations of the State of Alabama or any county, municipality, or other political subdivisions

thereof. Interest on bonds of other states is subject to Alabama Income Tax. Interest from savings and loan associations is also taxable.

Enter the amount of all exempt interest in column A headed "Exempt Interest." Taxable interest should be entered in column B.

DIVIDENDS. All dividends including liquidating dividends received are taxable. Gain or loss on liquidating dividends should be reported on Schedule D. Dividends from savings and loan associations are taxable. Dividends from tax-option corporations (Subchapter S) are taxable when actually received.

List Payers and Amounts		A Exempt Interest	B Taxable Interest and Dividends
1	Regions Bank	00	3,653.00
INTEREST		00	00
		00	00
		00	00
		00	00
		00	00
		00	00
		00	00
		00	00
2			00
DIVIDENDS			00
			00
			00
			00
			00
			00
			00
			00
3	TOTAL TAXABLE INTEREST AND DIVIDENDS		3,653.00
Enter here and on Form 40, page 1, line 7.			3

SCHEDULE CR - Credit For Taxes Paid To Other States

This credit is available to those residents of Alabama who are being taxed by Alabama and another state (or territory of the United States) in the same tax year. The income earned in the other state must be reported on the Alabama return to claim this credit. Residents of Alabama for only a part of the year can claim this credit only if the returns filed with Alabama and the

other state cover the same periods. This credit is available for the year for which the income is taxed by the other state. If you are claiming credit for taxes paid to more than one other state, you must make a separate computation for each state using Schedule CR worksheet.

PLEASE NOTE: You may need to fill out the worksheet in the instructions before completing this schedule. This credit will NOT be allowed unless you file a nonresident income tax return with the other state and attach a copy of that 2005 return to your Alabama return.

1	2005 taxable income as shown on the _____ state return (name of state)	1	00	If more than one "other" state use Schedule CR worksheet. If using the worksheet, line 5 (below) will equal worksheet Part 5, line 21.	
2	Tax due the other state using Alabama tax rates	2	00		
3	Tax due the other state as shown on that state's return or Form W-2G	3	00		
4	Tax due Alabama from Form 40, page 1, line 18	4	00		
5	CREDIT ALLOWABLE. Enter the amount from line 2, 3, 4, or the amount from the worksheet in the instructions, whichever is smallest. If you have no other credits, enter amount from line 5 to Form 40, page 1, line 19. If you have other credits, enter the amount from line 5 to Schedule OC, Part A, line 1, and complete.			5	00

AL (1084)

Schedules B & CR (Form 40) 2005

04/16/2006 10:32:11PM

Watts v. Hospitality
Int Disc/RFP 0066

☐ CORRECTED (if checked)

PAYER'S name, street address, city, state, ZIP code, and telephone no.		1 Rents	OMB No. 1545-0115		Miscellaneous Income
ASPECT FOUNDATION, INC. 530 BUSH STREET, SUITE 500A N FRANCISCO CA 94108		\$	2006		
(805) 564-8330		2 Royalties	Form 1099MISC		
PAYER'S federal identification number	RECIPIENT'S identification number	3 Other Income	4 Federal income tax withheld	Copy B For Recipient	
94-3040365	416-02-1193	\$	\$		
RECIPIENT'S name, street address, city, state, and ZIP code		5 Fishing Boat Proceeds	6 Medical & health care payments		
HEATHER WATTS 6976 EASTERN SHORE ROAD MONTGOMERY, AL 36117		7 Nonemployee compensation	8 Substitute payments in lieu of dividends or interest	This is important tax information and is being furnished to the Internal Revenue Service. If you are required to file a return, a negligence penalty or other sanction may be imposed on you if this income is taxable and the IRS determines that it has not been reported.	
Account number (see instructions)		\$ 3200.00	\$		
HE009		9 Payer made direct sales of \$5,000 or more of consumer products to a buyer (recipient) for resale <input type="checkbox"/>	10 Crop insurance proceeds		
15a Section 409A deferrals		11	12		
15b Section 409A income		13 Excess golden parachute payments	14 Gross proceeds paid to an attorney		
\$	\$	16 State tax withheld	17 State/Payer's state number	18 State Income	
\$	\$	\$		\$	

Form 1099-MISC

(keep for your records)

Department of the Treasury - Internal Revenue Service

Instructions to Recipients

Account number. May show an account or other unique number the payer assigned to distinguish your account.

Amounts shown may be subject to self-employment (SE) tax. If your net income from self-employment is \$400 or more, you must file a return and compute your SE tax on Schedule SE (Form 1040). See Pub.334, Tax Guide for Small Business, for more information. If no income or social security and Medicare taxes were withheld and you are still receiving these payments, see Form 1040-ES, Estimated Tax for Individuals. Individuals must report as explained below.

Corporations, fiduciaries, or partnerships report the amounts on the proper line of your tax return.

Boxes 1 and 2. Report rents from real estate on Schedule E (Form 1040). If you provided significant services to the tenant, sold real estate as a business, or rented personal property as a business, report on Schedule C or C-EZ (Form 1040). For royalties on timber, coal, and iron ore, see Pub. 544, Sales and Other Dispositions of Assets.

Box 3. Generally, report this amount on the 'Other income' line of Form 1040 and identify the payment. The amount shown may be payments received as the beneficiary of a deceased employee, prizes, awards, taxable damages, Indian gaming profits, or other taxable income. See Pub.525, Taxable and Nontaxable Income. If it is trade or business income, report this amount on Schedule C, C-EZ, or F (Form 1040).

Box 4. Shows backup withholding or withholding on Indian gaming profits. Generally, a payer must backup withhold at a 28% rate if you did not furnish your taxpayer identification number. See Form W-9, Request for Taxpayer Identification Number and Certification, for more information. Report this amount on your income tax return as tax withheld.

Box 5. An amount in this box means the fishing boat operator considers you self-employed. Report this amount on Schedule C or C-EZ (Form 1040). See Pub. 595, Tax Highlights for Commercial Fishermen.

Box 6. For individuals, report on Schedule C or C-EZ (Form 1040).

Box 7. Shows nonemployee compensation. If you are in the trade or business of catching fish, box 7 may show cash you received for the sale of fish. If payments in this box are SE income, report this amount on Schedule C, C-EZ, or F (Form 1040), and complete Schedule SE (Form 1040). You received this form instead of Form W-2 because the payer did not consider you an employee and did not withhold income tax or social security and Medicare taxes. Contact the payer if you believe this form is incorrect or has been issued in error. If you believe you are an employee, report this amount on line 7 of Form 1040 and call the IRS for information on how to report any social security and Medicare taxes.

Box 8. Shows substitute payments in lieu of dividends or tax-exempt interest received by your broker on your behalf as a result of a loan of your securities. Report on the 'Other income' line of Form 1040.

Box 9. If checked, \$5,000 or more of sales of consumer products was paid to you on a buy-sell, deposit-commission, or other basis. A dollar amount does not have to be shown. Generally, report any income from your sale of these products on Schedule C or C-EZ (Form 1040).

Box 10. Report this amount on line 8 of Schedule F (Form 1040).

Box 13. Shows your total compensation of excess golden parachute payments subject to a 20% excise tax. See the Form 1040 instructions for where to report.

Box 14. Shows gross proceeds paid to an attorney in connection with legal services. Report only the taxable part as income on your return.

Box 15a. Shows current year deferrals as a nonemployee under a nonqualified deferred compensation (NQDC) plan that is subject to the requirements of section 409A. Any earnings on current and prior year deferrals are also reported.

Box 15b. Shows income as a nonemployee under a NQDC plan that does not meet the requirements of section 409A. This amount is also included in box 7 as nonemployee compensation. Any amount included in box 15a that is currently taxable is also included in this box. This income is also subject to a substantial additional tax to be reported on Form 1040. See 'Total Tax' in the Form 1040 instructions.

Boxes 16-18. Shows state or local income tax withheld for payments.

DEFENDANT'S
EXHIBIT

Watts v. Hospitality

Int Discl/RFP 0067

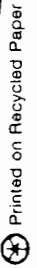
a Control number 49		OMB No. 1545-0008		This information is being furnished to the Internal Revenue Service. If you are required to file a tax return, a negligence penalty or other sanction may be imposed on you if this income is taxable and you fail to report it.	
b Employer identification number (EIN) 63-0895970		1 Wages, tips, other compensation 5129.63		2 Federal income tax withheld	
c Employer's name, address, and ZIP code TAYLOR ROAD BAPTIST CHURCH 1685 TAYLOR RD MONTGOMERY AL 36117-3440		3 Social security wages 5129.63		4 Social security tax withheld 318.03	
		5 Medicare wages and tips 5129.63		6 Medicare tax withheld 74.38	
		7 Social security tips		8 Allocated tips	
		9 Advance EIC payment		10 Dependent care benefits	
d Employee's social security number 416-02-1193		11 Nonqualified plans Suff.		12a See instructions for box 12	
e Employee's name, address, and ZIP code HEATHER WATTS 6976 EASTERN SHORE RD MONTGOMERY AL 36117-7612		13 Statutory employee <input type="checkbox"/> Retiree <input type="checkbox"/> Third-party sick pay <input type="checkbox"/>		12b	
		14 Other		12c	
				12d	
15 State Employer's state ID number AL 203582-2		16 State wages, tips, etc. 5129.63		17 State income tax 54.00	
		18 Local wages, tips, etc.		19 Local income tax	
				20 Locality name	

W-2 Wage and Tax

Form
Copy C For EMPLOYEE'S RECORDS. (See Notice to Employee on back of Copy B) or Copy 2 to be Filed With Employee's State, City or Local Income Tax Return

2006

Department of the Treasury—Internal Revenue Service

Safe, accurate,
FAST! Use**ms e-file**

RM 1099-G

STATE OF ALABAMA
DEPARTMENT OF INDUSTRIAL RELATIONS
UNEMPLOYMENT COMPENSATION AGENCY
MONTGOMERY, ALABAMA 36131

IMPORTANT TAX DOCUMENT

HEATHER G WATTS
6976 EASTERN SHORE RD
MONTGOMERY, AL 36117-7612

Payer's Name, Street, City, State, and ZIP Code STATE OF ALABAMA DEPARTMENT OF INDUSTRIAL RELATIONS UNEMPLOYMENT COMPENSATION AGENCY 649 MONROE STREET MONTGOMERY, AL 36131		Certain Government Payments	
Recipient's Identification Number 416-02-1193	1 Unemployment Compensation 4,400.00	OMB No. 1545-0120 2006	Copy B For Recipient This is important tax information and is being furnished to the Internal Revenue Service. If you are required to file a return, a negligence penalty or other sanction may be imposed on you if this income is taxable and the IRS determines that it has not been reported.
Recipient's Name (first, middle, last) & Address HEATHER G WATTS 6976 EASTERN SHORE RD MONTGOMERY, AL 36117-7612	4 Federal Income Tax Withheld 441.00	5 ATAA Payments	
	FEIN: 630674968		
Account Number (optional)			

Form 1099-G

Department of the Treasury - Internal Revenue Service

Instructions to Recipient

Box 1— Shows the total unemployment compensation paid to you this year by the payer. This amount is taxable income to you. For more information, see the instructions for your Federal income tax return.

Box 4— Shows the total amount of withholding you requested on unemployment compensation paid to you this year by the payer.

Box 5— Shows the total amount of ATAA paid to this year by the payer.

IRS Use Only - Do not write or staple in this space.

Label (See instructions)		For the year Jan. 1-Dec. 31, 2006, or other tax year beginning 2006, ending 20		OMB No. 1545-0074																																																																																																																									
LABEL HERE	Your first name and initial Mickey V		Last name Watts		Your serial security number																																																																																																																								
	If a joint return, spouse's first name and initial Heather		Last name Godfrey-Watts		Spouse's social security number 416-02-1193																																																																																																																								
	Home address (number and street). If you have a P.O. box, see instructions. 6976 Eastern Shore Road			Apt. no.																																																																																																																									
	City, town or post office, state, and ZIP code. If you have a foreign address, see instructions. Montgomery, AL 36117																																																																																																																												
Presidential Election Campaign <input checked="" type="checkbox"/> Check here if you, or your spouse if filing jointly, want \$3 to go to this fund (see instructions) <input type="checkbox"/> You <input type="checkbox"/> Spouse																																																																																																																													
Filing Status Check only one box.																																																																																																																													
1 <input type="checkbox"/> Single 2 <input checked="" type="checkbox"/> Married filing jointly (even if only one had income) 3 <input type="checkbox"/> Married filing separately. Enter spouse's SSN above and full name here. <input type="checkbox"/> Head of household (with qualifying person). (See instructions) If the qualifying person is a child but not your dependent, enter this child's name here. <input type="checkbox"/> Qualifying widow(er) with dependent child (See instructions)																																																																																																																													
Exemptions If more than four dependents, see instructions.																																																																																																																													
6a <input checked="" type="checkbox"/> Yourself. If someone can claim you as a dependent, do not check box 6a b <input checked="" type="checkbox"/> Spouse																																																																																																																													
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th colspan="2">(1) First name</th> <th colspan="2">(2) Dependent's serial security number</th> <th>(3) Dependent's relationship to you</th> <th>(4) X if qualifying child for child tax credit</th> </tr> <tr> <td colspan="2">Taylor Watts</td> <td colspan="2"></td> <td>daughter</td> <td><input checked="" type="checkbox"/></td> </tr> <tr> <td colspan="2">Tanner Watts</td> <td colspan="2"></td> <td>son</td> <td><input checked="" type="checkbox"/></td> </tr> <tr> <td colspan="2"></td> <td colspan="2"></td> <td></td> <td><input type="checkbox"/></td> </tr> <tr> <td colspan="2"></td> <td colspan="2"></td> <td></td> <td><input type="checkbox"/></td> </tr> </table>						(1) First name		(2) Dependent's serial security number		(3) Dependent's relationship to you	(4) X if qualifying child for child tax credit	Taylor Watts				daughter	<input checked="" type="checkbox"/>	Tanner Watts				son	<input checked="" type="checkbox"/>						<input type="checkbox"/>						<input type="checkbox"/>																																																																																										
(1) First name		(2) Dependent's serial security number		(3) Dependent's relationship to you	(4) X if qualifying child for child tax credit																																																																																																																								
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					<input type="checkbox"/>																																																																																																																								
					<input type="checkbox"/>																																																																																																																								
Boxes checked on 6a and 6b: 2 No. of children on 6c who: • lived with you: 2 • did not live with you due to divorce or separation (see instructions): 0 Dependents on 6c not entered above: 0 Add numbers on lines above: 4																																																																																																																													
d Total number of exemptions claimed: 4																																																																																																																													
Income Attach Form(s) W-2 here. Also attach Forms W-2G and 1099-R if tax was withheld. If you did not get a W-2, see instructions.																																																																																																																													
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td>7 Wages, salaries, tips, etc. Attach Form(s) W-2</td> <td>7</td> <td>47,020.</td> </tr> <tr> <td>8a Taxable interest. Attach Schedule B if required</td> <td>8a</td> <td></td> </tr> <tr> <td>b Tax-exempt interest. Do not include on line 8a</td> <td>8b</td> <td></td> </tr> <tr> <td>9a Ordinary dividends. Attach Schedule B if required</td> <td>9a</td> <td></td> </tr> <tr> <td>b Qualified dividends (see instructions)</td> <td>9b</td> <td></td> </tr> <tr> <td>10 Taxable refunds, credits, or offsets of state and local income taxes (see instructions)</td> <td>10</td> <td></td> </tr> <tr> <td>11 Alimony received</td> <td>11</td> <td></td> </tr> <tr> <td>12 Business income or (loss). Attach Schedule C or C-EZ</td> <td>12</td> <td>3,133.</td> </tr> <tr> <td>13 Capital gain or (loss). Attach Schedule D if required. If not required, check here <input type="checkbox"/></td> <td>13</td> <td></td> </tr> <tr> <td>14 Other gains or (losses). Attach Form 4797</td> <td>14</td> <td></td> </tr> <tr> <td>15a IRA distributions</td> <td>15a</td> <td></td> </tr> <tr> <td>b Taxable amount (see instructions)</td> <td>15b</td> <td></td> </tr> <tr> <td>16a Pensions and annuities</td> <td>16a</td> <td>3,650.</td> </tr> <tr> <td>b Taxable amount (see instructions)</td> <td>16b</td> <td></td> </tr> <tr> <td>17 Rental real estate, royalties, partnerships, S corporations, trusts, etc. Attach Schedule E</td> <td>17</td> <td></td> </tr> <tr> <td>18 Farm income or (loss). Attach Schedule F</td> <td>18</td> <td></td> </tr> <tr> <td>19 Unemployment compensation</td> <td>19</td> <td>5,710.</td> </tr> <tr> <td>20a Social security benefits</td> <td>20a</td> <td></td> </tr> <tr> <td>b Taxable amount (see instructions)</td> <td>20b</td> <td></td> </tr> <tr> <td>21 Other income. List type and amount (see instructions)</td> <td>21</td> <td></td> </tr> <tr> <td>22 Add the amounts in the far right column for lines 7 through 21. This is your total income</td> <td>22</td> <td>55,863.</td> </tr> <tr> <td colspan="6"> Adjusted Gross Income Enclose, but do not attach, any payment. Also, please use Form 1040-V. </td> </tr> <tr> <td colspan="6"> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td>23 Archer MSA deduction. Attach Form 8853</td> <td>23</td> <td></td> </tr> <tr> <td>24 Certain business expenses of reservists, performing artists, and fee-basis government officials. Attach Form 2106 or 2106-EZ</td> <td>24</td> <td></td> </tr> <tr> <td>25 Health savings account deduction. Attach Form 8889</td> <td>25</td> <td></td> </tr> <tr> <td>26 Moving expenses. Attach Form 3903</td> <td>26</td> <td></td> </tr> <tr> <td>27 One-half of self-employment tax. Attach Schedule SE</td> <td>27</td> <td>222.</td> </tr> <tr> <td>28 Self-employed SEP, SIMPLE, and qualified plans</td> <td>28</td> <td></td> </tr> <tr> <td>29 Self-employed health insurance deduction (see instructions)</td> <td>29</td> <td></td> </tr> <tr> <td>30 Penalty on early withdrawal of savings</td> <td>30</td> <td></td> </tr> <tr> <td>31a Alimony paid b Recipient's SSN</td> <td>31a</td> <td></td> </tr> <tr> <td>32 IRA deduction (see instructions)</td> <td>32</td> <td>540.</td> </tr> <tr> <td>33 Student loan interest deduction (see instructions)</td> <td>33</td> <td>724.</td> </tr> <tr> <td>34 Jury duty pay you gave to your employer</td> <td>34</td> <td></td> </tr> <tr> <td>35 Domestic production activities deduction. Attach Form 8903</td> <td>35</td> <td></td> </tr> <tr> <td>36 Add lines 23 through 31a and 32 through 35</td> <td>36</td> <td>1,486.</td> </tr> <tr> <td>37 Subtract line 36 from line 22. 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Attach Schedule F	18		19 Unemployment compensation	19	5,710.	20a Social security benefits	20a		b Taxable amount (see instructions)	20b		21 Other income. List type and amount (see instructions)	21		22 Add the amounts in the far right column for lines 7 through 21. This is your total income	22	55,863.	Adjusted Gross Income Enclose, but do not attach, any payment. Also, please use Form 1040-V.						<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td>23 Archer MSA deduction. Attach Form 8853</td> <td>23</td> <td></td> </tr> <tr> <td>24 Certain business expenses of reservists, performing artists, and fee-basis government officials. Attach Form 2106 or 2106-EZ</td> <td>24</td> <td></td> </tr> <tr> <td>25 Health savings account deduction. Attach Form 8889</td> <td>25</td> <td></td> </tr> <tr> <td>26 Moving expenses. Attach Form 3903</td> <td>26</td> <td></td> </tr> <tr> <td>27 One-half of self-employment tax. 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For Disclosure, Privacy Act, and Paperwork Reduction Act Notice, see instructions.
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Form 1040 (2006)

Form 1040 (2006) **Mickey V Watts and Heather Godfrey-Watts**

Tax and Credits	38	Amount from line 37 (adjusted gross income)	38	54,377.
	39a	Check <input type="checkbox"/> You were born before January 2, 1942. <input type="checkbox"/> Blind. <input type="checkbox"/> Spouse was born before January 2, 1942. <input type="checkbox"/> Blind. Total boxes checked 39a <u>0</u>		
	b	If your spouse itemizes on a separate return or you were a dual-status alien, see instructions and check here 39b <input type="checkbox"/>		
Standard Deduction for -	40	Itemized deductions (from Schedule A) or your standard deduction (see left margin)	40	10,300.
• People who checked any box on line 39a or 39b or who can be claimed as a dependent. See instr.	41	Subtract line 40 from line 38	41	44,077.
• All others:	42	If line 38 is over \$112,875, or you provided housing to a person displaced by Hurricane Katrina, see instructions. Otherwise, multiply \$3,300 by the total number of exemptions claimed on line 6d.	42	13,200.
Single or Married filing separately, \$5,150	43	Taxable income. Subtract line 42 from line 41. If line 42 is more than line 41, enter -0-	43	30,877.
Married filing jointly or Qualifying widow(er), \$10,300	44	Tax (see instructions). Check if any tax is from: a <input type="checkbox"/> Form(s) 8814 b <input type="checkbox"/> Form 4972	44	3,876.
Head of household, \$7,550	45	Alternative minimum tax (see instructions). Attach Form 6251	45	
	46	Add lines 44 and 45	46	3,876.
	47	Foreign tax credit. Attach Form 1116 if required	47	
	48	Credit for child and dependent care expenses. Attach Form 2441	48	174.
	49	Credit for the elderly or the disabled. Attach Schedule R	49	
	50	Education credits. Attach Form 8863	50	
	51	Retirement savings contributions credit. Attach Form 8880	51	
	52	Residential energy credits. Attach Form 5695	52	
	53	Child tax credit (see instructions). Attach Form 8901 if required	53	2,000.
	54	Credits from: a <input type="checkbox"/> Form 8396 b <input type="checkbox"/> Form 8839 c <input type="checkbox"/> Form 8859	54	
	55	Other credits: a <input type="checkbox"/> Form 3800 b <input type="checkbox"/> Form 8801 c <input type="checkbox"/> Form	55	
	56	Add lines 47 through 55. These are your total credits	56	2,174.
	57	Subtract line 56 from line 46. If line 56 is more than line 46, enter -0-	57	1,702.
Other Taxes	58	Self-employment tax. Attach Schedule SE	58	443.
	59	Social security and Medicare tax on tip income not reported to employer. Attach Form 4137	59	
	60	Additional tax on IRAs, other qualified retirement plans, etc. Attach Form 5329 if required	60	
	61	Advance earned income credit payments from Form(s) W-2, box 9	61	
	62	Household employment taxes. Attach Schedule H	62	
	63	Add lines 57 through 62. This is your total tax	63	2,145.
Payments	64	Federal income tax withheld from Forms W-2 and 1099	64	3,656.
	65	2006 estimated tax payments and amount applied from 2005 return	65	
If you have a qualifying child, attach Schedule EIC.	66a	Earned income credit (EIC) NO	66a	
	b	Nontaxable combat pay election 66b		
	67	Excess social security and tier 1 RRTA tax withheld (see instr.)	67	
	68	Additional child tax credit. Attach Form 8812	68	
	69	Amount paid with request for extension to file (see instructions)	69	
	70	Payments from: a <input type="checkbox"/> Form 2439 b <input type="checkbox"/> Form 4136 c <input type="checkbox"/> Form 8885	70	
	71	Credit for federal telephone excise tax paid. Attach Form 8913 if required	71	0.
	72	Add lines 64, 65, 66a, and 67 through 71. These are your total payments	72	3,656.
Refund	73	If line 72 is more than line 63, subtract line 63 from line 72. This is the amount you overpaid	73	1,511.
Direct deposit? See instructions and fill in 74b, 74c, and 74d, or Form 8888.	74a	Amount of line 73 you want refunded to you. If Form 8888 is attached, check here <input type="checkbox"/>	74a	1,511.
	b	Routing number <u>062001319</u>		
	c	Type: <input checked="" type="checkbox"/> Checking <input type="checkbox"/> Savings		
	d	Account number <u>8045007112</u>		
	75	Amount of line 73 you want applied to your 2007 estimated tax	75	
Amount You Owe	76	Amount you owe. Subtract line 72 from line 63. For details on how to pay, see instructions	76	0.
	77	Estimated tax penalty (see instructions)	77	

Third Party Designee Do you want to allow another person to discuss this return with the IRS (see instructions)? ☐ Yes. Complete the following. ☐ No

Designee's name	Phone no.	Personal identification number (PIN)

Sign Here

Joint return? See instructions. Keep a copy for your records.

Under penalties of perjury, I declare that I have examined this return and accompanying schedules and statements, and to the best of my knowledge and belief, they are true, correct, and complete. Declaration of preparer (other than taxpayer) is based on all information of which preparer has any knowledge.

Your signature	Date	Your occupation	Daytime phone number
		Portfolio Manager	334-244-8077
Spouse's signature. If a joint return, both must sign.	Date	Spouse's occupation	
		Housewife	

Paid Preparer's Use Only

Preparer's signature	Date	Check if self-employed <input type="checkbox"/>	Preparer's SSN or PTIN
Firm's name (or yours if self-employed), address, and ZIP code	EIN	Phone no.	

SCHEDULE C
(Form 1040)Department of the Treasury
Internal Revenue Service**Profit or Loss From Business**

(Sole Proprietorship)

Partnerships, joint ventures, etc., must file Form 1065 or 1065-B.

Attach to Form 1040, 1040NR or 1041.

See Instructions for Schedule C (Form 1040).

OMB No. 1545-0074

2006Attachment
Sequence No. **09**

Name of proprietor

Heather Godfrey-Watts

Social security number (SSN)

416-02-1193

A Principal business or profession, including product or service (see the instructions)

Non-profit International Corrdinator

B Enter code from instructions

813000

C Business name. If no separate business name, leave blank.

Aspect Foundation

D Employer ID number (EIN), if any

94-3040365E Business address (including suite or room no.) **530 Bush Street, Suite 500A**City, town or post office, state, and ZIP code **San Francisco, CA 94108**F Accounting method: (1) ☒ Cash (2) ☐ Accrual (3) ☐ Other (specify) _____G Did you "materially participate" in the operation of this business during 2006? If "No," see instructions for limit on losses ☒ Yes ☐ NoH If you started or acquired this business during 2006, check here ☒**Part I Income**

1	Gross receipts or sales. Caution. If this income was reported to you on Form W-2 and the "Statutory employee" box on that form was checked, see instructions and check here <input type="checkbox"/>	1	3,200.
2	Returns and allowances	2	
3	Subtract line 2 from line 1	3	3,200.
4	Cost of goods sold (from line 42 on page 2)	4	
5	Gross profit. Subtract line 4 from line 3	5	3,200.
6	Other income, including Federal and state gasoline or fuel tax credit or refund (see instructions)	6	
7	Gross income. Add lines 5 and 6	7	3,200.

Part II Expenses. Enter expenses for business use of your home only on line 30.

8	Advertising	8		18	Office expense	18	
9	Car and truck expenses (see instructions)	9	67.	19	Pension and profit-sharing plans	19	
10	Commissions and fees	10		20	Rent or lease (see instructions):	20	
11	Contract labor (see instructions)	11		a	Vehicles, machinery, and equipment	20a	
12	Depletion	12		b	Other business property	20b	
13	Depreciation and section 179 expense deduction (not included in Part III) (see instructions)	13		21	Repairs and maintenance	21	
14	Employee benefit programs (other than on line 19)	14		22	Supplies (not included in Part III)	22	
15	Insurance (other than health)	15		23	Taxes and licenses	23	
16	Interest:	16		24	Travel, meals, and entertainment:	24	
a	Mortgage (paid to banks, etc.)	16a		a	Travel	24a	
b	Other	16b		b	Deductible meals and entertainment (see instructions)	24b	
17	Legal and professional services	17		25	Utilities	25	
28	Total expenses before expenses for business use of home. Add lines 8 through 27 in columns	28	67.	26	Wages (less employment credits)	26	
29	Tentative profit (loss). Subtract line 28 from line 7	29	3,133.	27	Other expenses (from line 48 on page 2)	27	
30	Expenses for business use of your home. Attach Form 8829	30					
31	Net profit or (loss). Subtract line 30 from line 29.	31	3,133.				
	• If a profit, enter on Form 1040, line 12, and also on Schedule SE, line 2 or Form 1040NR, line 13 (statutory employees, see instructions). Estates and trusts, enter on Form 1041, line 3.						
	• If a loss, you must go to line 32.						
32	If you have a loss, check the box that describes your investment in this activity (see instructions).						
	• If you checked 32a, enter the loss on Form 1040, line 12, and also on Schedule SE, line 2 or Form 1040NR, line 13 (statutory employees, see instructions). Estates and trusts, enter on Form 1041, line 3.			32a	<input type="checkbox"/> All investment is at risk.		
	• If you checked 32b, you must attach Form 6198. Your loss may be limited.			32b	<input type="checkbox"/> Some investment is not at risk.		

For Paperwork Reduction Act Notice, see Instructions.

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Schedule C (Form 1040) 2006

33	Method(s) used to value closing inventory:	a <input type="checkbox"/> Cost	b <input type="checkbox"/> Lower of cost or market	c <input type="checkbox"/> Other (attach explanation)
34	Was there any change in determining quantities, costs, or valuations between opening and closing inventory?			
	If "Yes," attach explanation <input type="checkbox"/> Yes <input type="checkbox"/> No			
35	Inventory at beginning of year. If different from last year's closing inventory, attach explanation	35		
36	Purchases less cost of items withdrawn for personal use	36		
37	Cost of labor. Do not include any amounts paid to yourself	37		
38	Materials and supplies	38		
39	Other costs	39		
40	Add lines 35 through 39	40		
41	Inventory at end of year	41		
42	Cost of goods sold. Subtract line 41 from line 40. Enter the result here and on page 1, line 4	42		0

43 When did you place your vehicle in service for business purposes? (month, day, year) ▶ 07/07/2006

44 Of the total number of miles you drove your vehicle during 2006, enter the number of miles you used your vehicle for:

a Business 150 b Commuting (see instructions) 0 c Other 0

45 Do you (or your spouse) have another vehicle available for personal use? ☒ Yes ☐ No

46 Was your vehicle available for personal use during off-duty hours? ☒ Yes ☐ No

47a Do you have evidence to support your deduction? ☒ Yes ☐ No

b If "Yes," is the evidence written? ☐ Yes ☒ No

48 Total other expenses. Enter here and on page 1, line 27	48 0

SCHEDULE SE
(Form 1040)Department of the Treasury
Internal Revenue Service (99)**Self-Employment Tax**

▶ Attach to Form 1040. ▶ See instructions for Schedule SE (Form 1040).

OMB No. 1545-0074

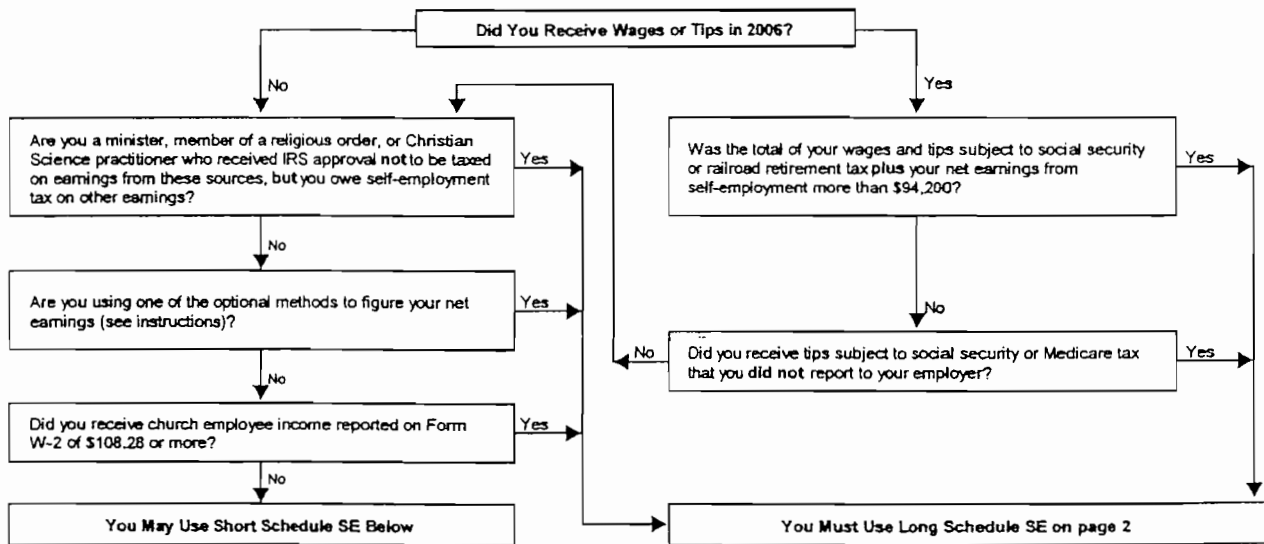
2006Attachment
Sequence No. **17**

Name of person with self-employment income (as shown on Form 1040)

Heather Godfrey-WattsSocial security number of person
with self-employment income ▶*** 416-02-1193****Who Must File Schedule SE**

You must file Schedule SE if:

- You had net earnings from self-employment from **other than** church employee income (line 4 of Short Schedule SE or line 4c of Long Schedule SE) of \$400 or more or
- You had church employee income of \$108.28 or more. Income from services you performed as a minister or a member of a religious order is not church employee income (see instructions).

Note. Even if you had a loss or a small amount of income from self-employment, it may be to your benefit to file Schedule SE and use either "optional method" in Part II of Long Schedule SE (see instructions).**Exception.** If your only self-employment income was from earnings as a minister, member of a religious order, or Christian Science practitioner and you filed Form 4361 and received IRS approval not to be taxed on those earnings, do not file Schedule SE. Instead, write "Exempt-Form 4361" on Form 1040, line 58.**May I Use Short Schedule SE or Must I Use Long Schedule SE?****Note.** Use this flowchart only if you must file Schedule SE. If unsure, see Who Must File Schedule SE, above.**Section A - Short Schedule SE. Caution.** Read above to see if you can use Short Schedule SE.

1	Net farm profit or (loss) from Schedule F, line 36, and farm partnerships, Schedule K-1 (Form 1065), box 14, code A	1	
2	Net profit or (loss) from Schedule C, line 31; Schedule C-EZ, line 3; Schedule K-1 (Form 1065), box 14, code A (other than farming); and Schedule K-1 (Form 1065-B), box 9, code J1. Ministers members of religious orders, see instructions for amounts to report on this line. See instructions for other income to report	2	3,133.
3	Combine lines 1 and 2	3	3,133.
4	Net earnings from self-employment. Multiply line 3 by 92.35% (.9235). If less than \$400, do not file this schedule; you do not owe self-employment tax. ▶	4	2,893.
5	Self-employment tax. If the amount on line 4 is: • \$94,200 or less, multiply line 4 by 15.3% (.153). Enter the result here and on Form 1040, line 58. • More than \$94,200, multiply line 4 by 2.9% (.029). Then, add \$11,680.80 to the result. Enter the total here and on Form 1040, line 58.	5	443.
6	Deduction for one-half of self-employment tax. Multiply line 5 by 50% (.5). Enter the result here and on Form 1040, line 27	6	222.

For Paperwork Reduction Act Notice, see instructions.
UYA

Schedule SE (Form 1040) 2006

Form **2441****Child and Dependent Care Expenses**

OMB No. 1545-0074

Department of the Treasury
Internal Revenue Service

▶ Attach to Form 1040 or Form 1040NR

▶ See separate instructions.

2006Attachment
Sequence No. **21**

Name(s) shown on return

Your social security number

Mickey V Watts and Heather Godfrey-Watts**Before you begin:** You need to understand the following terms. See Definitions in the instructions.

- Dependent Care Benefits
- Qualifying Person(s)
- Qualified Expenses

Part I Persons or Organizations Who Provided the Care - You must complete this part.

(If you need more space, use the bottom of page 2.)

1	(a) Care provider's name	(b) Address (number, street, apt. no., city, state, and ZIP code)	(c) Identifying number (SSN or EIN)	(d) Amount paid (see instructions)
	Taylor Road Baptist	1685 Taylor Road Montgomery, Alabama 36117		868.

Did you receive
dependent care benefits?

No → Complete only Part II below.

Yes → Complete Part III on page 2 next.

Caution. If the care was provided in your home, you may owe employment taxes. See the instructions for Form 1040, line 62, or Form 1040NR, line 57.**Part II** Credit for Child and Dependent Care Expenses**2** Information about your qualifying person(s). If you have more than two qualifying persons, see the instructions.

(a) Qualifying person's name		(b) Qualifying person's social security number	(c) Qualified expenses you incurred and paid in 2006 for the person listed in column (a)
First	Last		
Taylor	Watts		434.
Tanner	Watts		434.

- 3** Add the amounts in column (c) of line 2. Do not enter more than \$3,000 for one qualifying person or \$6,000 for two or more persons. If you completed Part III, enter the amount from line 33. 3 868.
- 4** Enter your **earned income**. See instructions. 4 41,890.
- 5** If married filing jointly, enter your spouse's earned income (if your spouse was a student or was disabled, see the instructions); **all others**, enter the amount from line 4. 5 8,041.
- 6** Enter the **smallest** of line 3, 4, or 5. 6 868.
- 7** Enter the amount from Form 1040, line 38, or Form 1040NR, line 36. 7 54,377.
- 8** Enter on line 8 the decimal amount shown below that applies to the amount on line 7
- | If line 7 is: | | | If line 7 is: | | |
|---------------|--------------|-------------------|-----------------|--------------|-------------------|
| Over | But not over | Decimal amount is | Over | But not over | Decimal amount is |
| \$0-15,000 | | .35 | \$29,000-31,000 | | .27 |
| 15,000-17,000 | | .34 | 31,000-33,000 | | .26 |
| 17,000-19,000 | | .33 | 33,000-35,000 | | .25 |
| 19,000-21,000 | | .32 | 35,000-37,000 | | .24 |
| 21,000-23,000 | | .31 | 37,000-39,000 | | .23 |
| 23,000-25,000 | | .30 | 39,000-41,000 | | .22 |
| 25,000-27,000 | | .29 | 41,000-43,000 | | .21 |
| 27,000-29,000 | | .28 | 43,000-No limit | | .20 |
- 8 X .20
- 9** Multiply line 6 by the decimal amount on line 8. If you paid 2005 expenses in 2006, see the instructions. 9 174.
- 10** Enter the amount from Form 1040, line 46, minus any amount on Form 1040, line 47, or Form 1040NR, line 43, minus any amount on Form 1040NR, line 44. 10 3,876.
- 11** Credit for child and dependent care expenses. Enter the **smaller** of line 9 or line 10 here and on Form 1040, line 48, or Form 1040NR, line 45. 11 174.

For Paperwork Reduction Act Notice, see the instructions.

Form 2441 (2006)

UYA

Declaration Control Number (DCN)

00 - [] - [] - 7

FORM AL8453OL ALABAMA DEPARTMENT OF REVENUE Individual Income Tax Declaration for On-Line Filing 2006
For the year January 1 - December 31, 2006

Label
Use Alabama
label.
Otherwise,
please type
or print.

LABEL HERE	Your first name and initial Mickey		Last name V Watts		Your social security number	
	If a joint return, spouse's first name and initial Heather		Last name Godfrey-Watts		Spouse's soc. sec. no. if joint return 416-02-1193	
	Home address (number and street). If a P. O. Box, see instructions. 6976 Eastern Shore Road				Apt. no.	
	City, town or post office, state, and ZIP code Montgomery AL 36117				Telephone number (optional) (334) 244-8077	
					FN(For official use only)	

Part I

**Tax Return
Information**
(Whole dollars only.)

1	Alabama taxable income (Form 40, line 17)	1	24,918.
2	Total tax liability (Form 40, line 22).	2	1,168.
3	Total tax payment (Form 40, line 26).	3	1,440.
4	Refund (Form 40, line 33).	4	272.
5	Amount you owe (Form 40, line 27)	5	

Part II

**Direct
Deposit**

- 1 Routing number: **062001319**
- 2 Account number: **8045007112**
- 3 Type of account: ☒ Checking ☐ Savings

Part III

**Declaration
of Taxpayer**
(Sign only after
Part I is completed.)

Under penalties of perjury, I declare that I have compared the information contained on my return with the information I have provided to my on-line service provider (OLSP), identified by the above declaration control number, and that the amounts described in Part I above agree with the amounts shown on the corresponding lines of my 2006 Alabama individual income tax return. To the best of my knowledge and belief this return, including any accompanying schedules and statements, is true, correct, and complete. Also, I hereby authorize the Alabama Department of Revenue to disclose to my OLSP any information concerning the disbursement of the refund requested or any problems encountered in the processing of my return.

**Sign
Here** ▶

Your signature

Date

Spouse's signature, if a joint return, BOTH must sign.

Date

AL (1064)

Please complete and retain
with your income tax records.

NOTE: Retain for three years from the due date of the return or three years from the date the return was transmitted, whichever is later.

There are two automated ways to check the status of your refund.

1. Check our Web site. Go to www.revenue.alabama.gov, then click on "Individual" and "Where's My Refund."

or

2. Call our Voice Refund Inquiry System for refund inquiries. The telephone number is (334) 353-2540, and is available 24 hours a day. Please have a copy of your return available when calling.

DO NOT MAIL TO ALABAMA DEPT. OF REVENUE

FORM 40 Alabama 2006

Individual Income Tax Return

RESIDENTS AND PART-YEAR RESIDENTS

For the year Jan. 1 - Dec. 31, 2006, or other tax year: Beginning: Ending: *

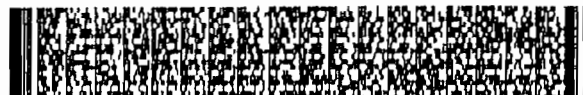
Your social security number: *
Spouse's SSN if joint return: * 416-02-1193

Your first name: * Mickey
Last name: * Watts
Initial: * V

Spouse's first name: * Heather
Last name: * Godfrey-Watts
Initial: *

Present home address (number and street or P. O. Box number): * 6976 Eastern Shore Road

City, town or post office: * Montgomery
State: * AL
ZIP code: * 36117



USE BLACK INK TO COMPLETE RETURN

Filing Status and Exemptions

Check only one box.

1 ☐ \$1,500 Single

2 ☒ \$3,000 Married filing joint return (even if only one spouse had income)

3 ☐ \$1,500 Married filing separate return. Complete line 5 with spouse's name and soc. sec. no.

4 ☐ \$3,000 Head of family (with qualifying person). (See instructions.) Complete line 5.

5 Name: *

Soc. Sec. No.: *

Relationship: *

Income and Adjustments

6 Wages, salaries, tips, etc. (list each employer and address separately):

	A - Alabama tax withheld	B - Income
a Guilford Capital Corporation Montgom	6a 795.00	6a 13,281.00
b Colonial Bank Montgomery AL 36117	6b 591.00	6b 17,521.00
c Taylor Road Baptist Church Montgomer	6c 540.00	6c 5,130.00
d	6d 00	6d 00

7 Interest and dividend income (also attach Schedule B if over \$1,500) 7 00

8 Other income (from page 2, Part I, line 9) 8 3,133.00

9 Total income. Add amounts in the income column for line 6a through line 8 9 39,065.00

10 Total adjustments to income (from page 2, Part II, line 8) 10 540.00

11 Adjusted gross income. Subtract line 10 from line 9 11 38,525.00

Deductions

12 Check box a, if you itemize deductions, and enter amount from Schedule A, line 26. Check box b, if you do not itemize deductions, and enter standard deduction (see instr.)

a ☒ Itemized Deductions b ☐ Standard Deduction

12 8,305.00

13 Federal tax deduction (see instructions) 13 1,702.00

DO NOT ENTER THE FEDERAL TAX WITHHELD FROM YOUR FORM W-2(S)

14 Personal exemption (from line 1, 2, 3, or 4) 14 3,000.00

15 Dependent exemption (from page 2, Part III, line 2) 15 600.00

16 Total deductions. Add lines 12, 13, 14, and 15 16 13,607.00

Tax

Do not Staple Form(s) W-2, W-2g 1099, and/or 40V to this form.

17 Taxable income. Subtract line 16 from line 11 17 24,918.00

18 Income Tax due. Enter amount from tax table or check if from ☐ Form NOL-85A 18 1,168.00

19 Less credits from: ☐ Schedule CR and / or ☐ Schedule OC 19 00

20a Net tax due Alabama. Subtract line 19 from line 18 20a 1,168.00

b Consumer Use Tax (use worksheet in the instructions) 20b 00

21 Alabama Election Campaign Fund. You may make a voluntary contribution to the following:

a Alabama Democratic Party ☐ \$1 ☐ \$2 ☒ none 21a 00

b Alabama Republican Party ☐ \$1 ☐ \$2 ☒ none 21b 00

22 Total tax liability and voluntary contribution. Add lines 20a, 20b, 21a, 21b 22 1,168.00

Payments

23 Alabama income tax withheld (from Forms W-2, W-2G, and/or 1099) 23 1,440.00

24 Amount paid with extension (attach Form 4868A) 24 00

25 2006 estimated tax payments (see instructions) 25 00

26 Total payments. Add lines 23 through 25 26 1,440.00

AMOUNT YOU OWE

27 If line 22 is larger than line 26, subtract line 26 from line 22, and enter AMOUNT YOU OWE 27 00

Place payment, along with Form 40V, loose in the mailing envelope. (FORM 40V MUST ACCOMPANY PAYMENT.)

28 Estimated tax penalty. Also include on line 27 (see instructions) 28 00

OVERPAID

29 If line 26 is larger than line 22, subtract line 22 from line 26, and enter amount OVERPAID 29 272.00

30 Amount of line 29 to be applied to your 2007 estimated tax 30 00

Donation Check-offs

31 Total Donation Check-offs from Schedule DC, line 2 31 00

32 Total. Add line 30 and lines 31 32 0.00

REFUND

33 REFUNDED TO YOU. (CAUTION: You must sign this return on Page 2.)

Subtract line 32 from line 29. For Direct Deposit, check here ☒ and complete Part V, Page 2 33 272.00

If an addressed envelope came with your return, please use it and follow the instructions on the envelope. If you do not have one, mail your return to one of the addresses below.

WHERE TO FILE FORM 40

If you are not making a payment, mail your return to:

Alabama Department of Revenue
P. O. Box 154
Montgomery, AL 36135-0001

If you are making a payment, mail your return, Form 40V, and payment to:

Alabama Department of Revenue
P.O. Box 2401
Montgomery, AL 36140-0001

Mail only your 2006 Form 40 to one of the above addresses. Prior year returns, amended returns, and all other correspondence should be mailed to Alabama Department of Revenue, P. O. Box 327464, Montgomery, AL 36132-7464. AL (1064)

Watts v. Hospitality
Int Disc/RFP 0077
Alabama Department of Revenue



Form 40 (2006)

Mickey V Watts and Heather Godfrey-Watts

Page 2

PART I**Other
Income**
(see instructions)

1	Alimony received	1	•	00
2	Business income or (loss) (attach Federal Schedule C or C-EZ)	2	•	3,13300
3	Gain or (loss) from sale of Real Estate, Stocks, Bonds, etc. (attach Schedule D)	3	•	00
4a	Total IRA distributions	4a	•	00
5a	Total pensions and annuities	5a	•	3,65000
4b	Taxable amount (see instructions)	4b	•	00
5b	Taxable amount (see instructions)	5b	•	00
6	Rents, royalties, partnerships, estates, trusts, etc. (attach Schedule E)	6	•	00
7	Farm income or (loss) (attach Federal Schedule F)	7	•	00
8	Other income (state nature and source)	8	•	00
9	Total other income. Add lines 1 through 8. Enter here and also on page 1, line 8.	9	•	3,13300

PART II**Adjustments
to Income**
(see instructions)

1a	Your IRA deduction	1a	•	00
b	Spouse's IRA deduction	1b	•	54000
2	Payments to a Keogh retirement plan and self-employment SEP deduction	2	•	00
3	Penalty on early withdrawal of savings	3	•	00
4	Alimony paid. Recipient's last name _____ Social security no. _____ Address _____ City _____ State _____ ZIP _____	4	•	00
5	Adoption expenses	5	•	00
6	Moving Expenses (Attach Federal Form 3903) to City _____ State _____ ZIP _____	6	•	00
7	Self-employed health insurance deduction	7	•	00
8	Total adjustments. Add lines 1 through 7. Enter here and also on page 1, line 10	8	•	54000

PART III**Dependents**Do not include
yourself or
your spouse

(see instructions)

1a	Dependents:	(2) Dependent's social security number.	(3) Dependent's relationship to you.	(4) Did you provide more than one-half dependent's support?
(1) First name	Last name			
Taylor	Watts		Daughter	Yes
Tanner	Watts		Son	Yes
b Total number of dependents claimed above • 2				
2	Amount allowed. (Multiply \$300 by the total number of dependents claimed on line 1b.) Enter amount here and on page 1, line 15.			
	2 • 60000			

PART IV**General
Information**All Taxpayers
Must Complete
This Section.

1	Residency	• <input checked="" type="checkbox"/> Full Year	If you were a part-year resident of Alabama during 2006, indicate your period of residence: Check only one box • <input type="checkbox"/> Part Year From _____ 2006 through _____ 2006. Total months _____
2	Did you file an Alabama income tax return for the year 2005?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
3	If no, state reason.		
4	Give name and address of present employer(s). Yours	Colonial Bank 100 Colonial Bank Blvd Montgomery AL 36	
5	Enter the Federal Adjusted Gross Income • \$	54,377	and Federal Taxable Income • \$ 30,877 as reported on your 2006 Federal Individual Income Tax Return.
6	Do you have income which is reported on your Federal return, but not reported on your Alabama return (other than your state tax refund)?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
	If yes, enter source(s) and amount(s) below: (other than state income tax refund)		
	Source	Unemployment	Amount • 5,71000
	Source		Amount • 00
7	Do you have income included in this return from a grantor trust?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	

PART V**Direct Deposit**

For Direct Deposit of your refund, complete 1, 2, and 3 below. (See instructions to see if you qualify.)			
1	Routing Number:	062001319	2 Type: <input checked="" type="checkbox"/> Checking <input type="checkbox"/> Savings
3	Account Number:	8045007112	

**Sign Here
In Black Ink**Keep a copy
of this return
for your records.

- ☐ I authorize a representative of the Department of Revenue to discuss my return and attachments with my preparer.
Under penalties of perjury, I declare that I have examined this return and accompanying schedules and statements, and to the best of my knowledge and belief, they are true, correct, and complete. Declaration of preparer (other than taxpayer) is based on all information of which preparer has any knowledge.

▶ Your signature	Date	Daytime telephone number	Your occupation
		334-676-5271	Portfolio Manager
▶ Spouse's signature (if joint return, BOTH must sign)	Date	Daytime telephone number	Spouse's occupation
		334-244-8077	Housewife
▶ Preparer's signature	Date	Check if self-employed <input type="checkbox"/>	Preparer's SSN or PTIN
Firm's name (or yours if self-employed)	Daytime telephone number		E.I. No.
▶ SELF-PREPARED			
Address			ZIP Code

**Paid
Preparer's
Use Only**

AL (1064)

Watts v. Murphy
Int Disc/RFP 0078

SCHEDULES
A, B, CR, & DC
(FORM 40)



ALABAMA DEPARTMENT OF REVENUE
Schedule A - Itemized Deductions **2006**

(Schedules B, CR and DC are on Page 2)

ATTACH TO FORM 40 - SEE INSTRUCTIONS FOR SCHEDULE A

Name(s) as shown on Form 40

Mickey V Watts and Heather Godfrey-Watts

Your social security number

The itemized deductions you may claim for the year 2006 are similar to the itemized deductions claimed on your Federal return, however, the amounts may differ. Please see instructions before completing this schedule. **PART-YEAR RESIDENTS:** A resident of Alabama for only a part of the year should list below only those deductions actually paid while a resident of Alabama.

Medical and Dental Expenses (See instructions)		CAUTION: Do not include expenses reimbursed or paid by others.				
1	Medical and dental expenses	1		00		
2	Enter amount from Form 40, line 11.	2	00			
3	Multiply the amount on line 2 by 4% (.04). Enter the result	3		00		
4	Subtract line 3 from line 1. Enter the result. If zero or less, enter -0-	4			00	
Taxes You Paid (See Instructions)		5	Real estate taxes	350	00	
6	FICA Tax (Social Security and Medicare) and Federal Self-Employment Tax	6		3,618	00	
7	Railroad Retirement (Tier 1 only)	7			00	
8	Other taxes. (List - include personal property taxes.) ▶	8			00	
9	Add the amounts on lines 5 through 8. Enter the total here	9				3,968
Interest You Paid (See Instructions)		10a	Home mortgage interest and points reported to you on Federal Form 1098.	4,212	00	
NOTE: Personal interest is not deductible.		10b	Home mortgage interest not reported to you on Federal Form 1098. (If paid to an individual, show person's name and address.) ▶		00	
11	Points not reported to you on Form 1098	11			00	
12	Investment interest. (Attach Form 4952A)	12			00	
13	Add the amounts on lines 10a through 12. Enter the total here	13				4,212
Gifts to Charity (See Instructions)		CAUTION: If you made a charitable contribution and received a benefit in return, see instructions.				
14	Contributions by cash or check	14		125	00	
15	Other than cash/check. (You MUST attach Federal Form 8283 if over \$500.)	15			00	
16	Carryover from prior year	16			00	
17	Add the amounts on lines 14 through 16. Enter the total here	17				125
Casualty and Theft Loss (Attach Form 4684)		18a	Enter the amount from Federal Form 4684, line 16 (See Instructions)		00	
		18b	Enter 10% of your Adjusted Gross Income (Form 40, line 11)		00	
		18c	Subtract line 18b from line 18a. If zero or less, enter -0-			00
Job Expenses and Most Other Miscellaneous Deductions (See Instructions)		19	Unreimbursed employee expenses - job travel, union dues, job education, etc. (You MUST attach Federal Form 2106 if required. See inst.) ▶		00	
		20	Other expenses (investment, tax preparation, safe deposit box, etc.) ▶		00	
		21	Add the amounts on lines 19 and 20. Enter the total		00	
		22	Multiply the amount on Form 40, line 11 by 2% (.02). Enter the result here		00	
		23	Subtract line 22 from line 21. Enter the result. If zero or less, enter -0-			00
Other Miscellaneous Deductions		24	Other (from list in the instructions). List type and amount. ▶			00
Qualified Long-Term Care Ins. Premiums		CAUTION: Do not include medical premiums.				
25	Enter amount here	25				00
Total Itemized Deductions		26	Add the amounts on lines 4, 9, 13, 17, 18c, 23, 24, and 25. Enter the total here. Then enter on Form 40, page 1, line 12			8,305

Schedule A (Form 40) 2006

Form 1040 (2006) **Mickey V Watts and Heather Godfrey-Watts**

2

Tax and Credits	38	Amount from line 37 (adjusted gross income)	38	54,377.
	39a	Check <input type="checkbox"/> You were born before January 2, 1942, <input type="checkbox"/> Blind. <input type="checkbox"/> Spouse was born before January 2, 1942, <input type="checkbox"/> Blind. Total boxes checked <input type="checkbox"/> 39a 0		
	b	If your spouse itemizes on a separate return or you were a dual-status alien, see instructions and check here <input type="checkbox"/> 39b		
Standard Deduction for -	40	Itemized deductions (from Schedule A) or your standard deduction (see left margin)	40	10,300.
• People who checked any box on line 39a or 39b or who can be claimed as a dependent. See instr.	41	Subtract line 40 from line 38	41	44,077.
• All others:	42	If line 38 is over \$112,875, or you provided housing to a person displaced by Hurricane Katrina, see instructions. Otherwise, multiply \$3,300 by the total number of exemptions claimed on line 6d.	42	13,200.
Single or Married filing separately, \$5,150	43	Taxable income. Subtract line 42 from line 41. If line 42 is more than line 41, enter -0-	43	30,877.
Married filing jointly or Qualifying widow(er), \$10,300	44	Tax (see instructions). Check if any tax is from: a <input type="checkbox"/> Form(s) 8814 b <input type="checkbox"/> Form 4972	44	3,876.
Head of household, \$7,550	45	Alternative minimum tax (see instructions). Attach Form 6251	45	
	46	Add lines 44 and 45	46	3,876.
	47	Foreign tax credit. Attach Form 1116 if required	47	
	48	Credit for child and dependent care expenses. Attach Form 2441	48	174.
	49	Credit for the elderly or the disabled. Attach Schedule R	49	
	50	Education credits. Attach Form 8863	50	
	51	Retirement savings contributions credit. Attach Form 8880	51	
	52	Residential energy credits. Attach Form 5695	52	
	53	Child tax credit (see instructions). Attach Form 8901 if required	53	2,000.
	54	Credits from: a <input type="checkbox"/> Form 8396 b <input type="checkbox"/> Form 8839 c <input type="checkbox"/> Form 8859	54	
	55	Other credits: a <input type="checkbox"/> Form 3800 b <input type="checkbox"/> Form 8801 c <input type="checkbox"/> Form	55	
	56	Add lines 47 through 55. These are your total credits	56	2,174.
	57	Subtract line 56 from line 46. If line 56 is more than line 46, enter -0-	57	1,702.
Other Taxes	58	Self-employment tax. Attach Schedule SE	58	443.
	59	Social security and Medicare tax on tip income not reported to employer. Attach Form 4137	59	
	60	Additional tax on IRAs, other qualified retirement plans, etc. Attach Form 5329 if required	60	
	61	Advance earned income credit payments from Form(s) W-2, box 9	61	
	62	Household employment taxes. Attach Schedule H	62	
	63	Add lines 57 through 62. This is your total tax	63	2,145.
Payments	64	Federal income tax withheld from Forms W-2 and 1099	64	3,656.
	65	2006 estimated tax payments and amount applied from 2005 return	65	
	66a	Earned Income credit (EIC) NO	66a	
	b	Nontaxable combat pay election <input type="checkbox"/> 66b		
	67	Excess social security and tier 1 RRTA tax withheld (see instr.)	67	
	68	Additional child tax credit. Attach Form 8812	68	
	69	Amount paid with request for extension to file (see instructions)	69	
	70	Payments from: a <input type="checkbox"/> Form 2438 b <input type="checkbox"/> Form 4136 c <input type="checkbox"/> Form 8885	70	
	71	Credit for federal telephone excise tax paid. Attach Form 8913 if required	71	0.
	72	Add lines 64, 65, 66a, and 67 through 71. These are your total payments	72	3,656.
Refund	73	If line 72 is more than line 63, subtract line 63 from line 72. This is the amount you overpaid	73	1,511.
Direct deposit? See instructions and fill in 74b, 74c, and 74d. or Form 8888.	74a	Amount of line 73 you want refunded to you. If Form 8888 is attached, check here <input type="checkbox"/>	74a	1,511.
	b	Routing number 062001319	c	Type: <input checked="" type="checkbox"/> Checking <input type="checkbox"/> Savings
	d	Account number 8045007112		
	75	Amount of line 73 you want applied to your 2007 estimated tax	75	
Amount You Owe	76	Amount you owe. Subtract line 72 from line 63. For details on how to pay, see instructions	76	0.
	77	Estimated tax penalty (see instructions)	77	
Third Party Designee	Do you want to allow another person to discuss this return with the IRS (see instructions)? <input type="checkbox"/> Yes. Complete the following. <input type="checkbox"/> No			
	Designee's name	Phone no.	Personal identification number (PIN)	
Sign Here	Under penalties of perjury, I declare that I have examined this return and accompanying schedules and statements, and to the best of my knowledge and belief, they are true, correct, and complete. Declaration of preparer (other than taxpayer) is based on all information of which preparer has any knowledge.			
Joint return? See instructions	Your signature	Date	Your occupation	Daytime phone number
Keep a copy for your records.	Spouse's signature. If a joint return, both must sign.	Date	Spouse's occupation	
			Housewife	
Paid Preparer's Use Only	Preparer's signature	Date	Check if self-employed <input type="checkbox"/>	Preparer's SSN or PTIN
	Firm's name (or yours if self-employed), address, and ZIP code	EIN	Phone no.	

UYA

Form 1040 (2006)

PayDetail: Check Lookup by Employee.
PayMaxx, Inc.

Name: WATTS, HEATHER G SSN: 416021193 ID: 01520914
PPD Date: 11/13/2005 Check Date: 11/18/2005
PPD: B112 Bank: MONT
Chk Num: 00412360
Gross Amount: 981.35
Total Taxes: 146.63
Total Deductions: 60.00
Net Amount: 774.72

--- Earnings ---

Earn Type	Rate	Hours	Gross	Unit	Dept
MGR	0.0000	8.00	0.00	MONT	080030
SAL	0.0000	0.00	146.15	MONT	080030
VAC	20.8800	40.00	835.20	MONT	080030

--- Deductions Statutory ---

Ded Code	Ded Amount	State Tax Code	Local Tax Code
FICA	70.49		
FIT	49.06		
SIT	27.08	AL	AL

--- Deductions Voluntary ---

Ded Code	Ded Amount
125INS	60.00

DEFENDANT'S
EXHIBIT

20

PayDetail: Check Lookup by Employee.
PayMaxx, Inc.

Name: WATTS, HEATHER G SSN: 416021193 ID: 01520914
PPD Date: 10/30/2005 Check Date: 11/04/2005
PPD: B111 Bank: MONT
Chk Num: 00412326
Gross Amount: 4092.31
Total Taxes: 1109.58
Total Deductions: 60.00
Net Amount: 2922.73

--- Earnings ---

Earn Type	Rate	Hours	Gross	Unit	Dept
MGR	0.0000	16.00	0.00	MONT	080030
SAL	0.0000	0.00	292.31	MONT	080030
BNS	0.0000	0.00	3800.00	MONT	080030

--- Deductions Statutory ---

Ded Code	Ded Amount	State Tax Code	Local Tax Code
FICA	308.47		
FIT	648.46		
SIT	152.65	AL	AL

--- Deductions Voluntary ---

Ded Code	Ded Amount
125INS	60.00
EFT2	0.00
EFT1	0.00

PayDetail: Check Lookup by Employee.
PayMaxx, Inc.

Name: WATTS, HEATHER G SSN: 416021193 ID: 01520914
PPD Date: 10/16/2005 Check Date: 10/21/2005
PPD: B102 Bank: MONT
Chk Num: A0400018
Gross Amount: 292.31
Total Taxes: 19.81
Total Deductions: 272.50
Net Amount: 0.00

--- Earnings ---

Earn Type	Rate	Hours	Gross	Unit	Dept
MGR	0.0000	16.00	0.00	MONT	080030
SAL	0.0000	0.00	292.31	MONT	080030

--- Deductions Statutory ---

Ded Code	Ded Amount	State Tax Code	Local Tax Code
FICA	17.76		
SIT	2.05	AL	AL

--- Deductions Voluntary ---

Ded Code	Ded Amount
125INS	60.00
EFT2	10.63
EFT1	201.87

PayDetail: Check Lookup by Employee.
PayMaxx, Inc.

Name: WATTS, HEATHER G SSN: 416021193 ID: 01520914
PPD Date: 10/02/2005 Check Date: 10/07/2005
PPD: B101 Bank: MONT
Chk Num: A0400017
Gross Amount: 292.31
Total Taxes: 19.82
Total Deductions: 272.49
Net Amount: 0.00

--- Earnings ---

Earn Type	Rate	Hours	Gross	Unit	Dept
MGR	0.0000	16.00	0.00	MONT	080030
SAL	0.0000	0.00	292.31	MONT	080030

--- Deductions Statutory ---

Ded Code	Ded Amount	State Tax Code	Local Tax Code
FICA	17.77		
SIT	2.05	AL	AL

--- Deductions Voluntary ---

Ded Code	Ded Amount
125INS	60.00
EFT2	10.62
EFT1	201.87

PayDetail: Check Lookup by Employee.
PayMaxx, Inc.

Name: WATTS, HEATHER G SSN: 416021193 ID: 01520914
PPD Date: 09/18/2005 Check Date: 09/23/2005
PPD: B092 Bank: MONT
Chk Num: A0400016
Gross Amount: 657.69
Total Taxes: 76.65
Total Deductions: 581.04
Net Amount: 0.00

--- Earnings ---

Earn Type	Rate	Hours	Gross	Unit	Dept
MGR	0.0000	36.00	0.00	MONT	080030
SAL	0.0000	0.00	657.69	MONT	080030

--- Deductions Statutory ---

Ded Code	Ded Amount	State Tax Code	Local Tax Code
FICA	45.73		
FIT	16.69		
SIT	14.23	AL	AL

--- Deductions Voluntary ---

Ded Code	Ded Amount
125INS	60.00
EFT2	26.05
EFT1	494.99

PayDetail: Check Lookup by Employee.
PayMaxx, Inc.

Name: WATTS, HEATHER G SSN: 416021193 ID: 01520914
PPD Date: 09/04/2005 Check Date: 09/09/2005
PPD: B091 Bank: MONT
Chk Num: A0400015
Gross Amount: 292.31
Total Taxes: 13.62
Total Deductions: 278.69
Net Amount: 0.00

--- Earnings ---

Earn Type	Rate	Hours	Gross	Unit	Dept
MGR	0.0000	16.00	0.00	MONT	080030
SAL	0.0000	0.00	292.31	MONT	080030

--- Deductions Statutory ---

Ded Code	Ded Amount	State Tax Code	Local Tax Code
FICA	13.17		
SIT	0.45	AL	AL

--- Deductions Voluntary ---

Ded Code	Ded Amount
125INS	120.00
EFT2	7.93
EFT1	150.76

PayDetail: Check Lookup by Employee.
PayMaxx, Inc.

Name: WATTS, HEATHER G SSN: 416021193 ID: 01520914
PPD Date: 09/07/2005 Check Date: 09/09/2005
PPD: B093M Bank: MONT
Chk Num: 00000175
Gross Amount: 657.69
Total Taxes: 124.63
Total Deductions: 0.00
Net Amount: 533.06

--- Earnings ---

Earn Type	Rate	Hours	Gross	Unit	Dept
SAL	0.0000	0.00	657.69	MONT	080030
MGR	0.0000	36.00	0.00	MONT	080030

--- Deductions Statutory ---

Ded Code	Ded Amount	State Tax Code	Local Tax Code
FICA	50.32		
FIT	52.87		
SIT	21.44	AL	AL

--- Deductions Voluntary ---

Ded Code	Ded Amount
125INS	0.00

PayDetail: Check Lookup by Employee.
PayMaxx, Inc.

Name: WATTS, HEATHER G SSN: 416021193 ID: 01520914
PPD Date: 08/07/2005 Check Date: 08/12/2005
PPD: B081 Bank: MONT
Chk Num: A0400013
Gross Amount: 1461.54
Total Taxes: 272.43
Total Deductions: 1189.11
Net Amount: 0.00

--- Earnings ---

Earn Type	Rate	Hours	Gross	Unit	Dept
MGR	0.0000	80.00	0.00	MONT	080030
SAL	0.0000	0.00	1461.54	MONT	080030

--- Deductions Statutory ---

Ded Code	Ded Amount	State Tax Code	Local Tax Code
FICA	107.23		
FIT	117.54		
SIT	47.66	AL	AL

--- Deductions Voluntary ---

Ded Code	Ded Amount
125INS	60.00
EFT2	56.46
EFT1	1072.65

PayDetail: Check Lookup by Employee.
PayMaxx, Inc.

Name: WATTS, HEATHER G SSN: 416021193 ID: 01520914
PPD Date: 07/24/2005 Check Date: 07/29/2005
PPD: B073 Bank: MONT
Chk Num: A0000012
Gross Amount: 5261.54
Total Taxes: 1547.58
Total Deductions: 3713.96
Net Amount: 0.00

--- Earnings ---

Earn Type	Rate	Hours	Gross	Unit	Dept
MGR	0.0000	80.00	0.00	MONT	080030
SAL	0.0000	0.00	1461.54	MONT	080030
BNS	0.0000	0.00	3800.00	MONT	080030

--- Deductions Statutory ---

Ded Code	Ded Amount	State Tax Code	Local Tax Code
FICA	397.91		
FIT	953.82		
SIT	195.85	AL	AL

--- Deductions Voluntary ---

Ded Code	Ded Amount
125INS	60.00
EFT2	182.70
EFT1	3471.26

PayDetail: Check Lookup by Employee.
PayMaxx, Inc.

Name: WATTS, HEATHER G SSN: 416021193 ID: 01520914
 PPD Date: 07/10/2005 Check Date: 07/15/2005
 PPD: B072 Bank: MONT
 Chk Num: A0000011
 Gross Amount: 1461.54
 Total Taxes: 272.42
 Total Deductions: 1189.12
 Net Amount: 0.00

--- Earnings ---

Earn Type	Rate	Hours	Gross	Unit	Dept
MGR	0.0000	80.00	0.00	MONT	080030
SAL	0.0000	0.00	1461.54	MONT	080030

--- Deductions Statutory ---

Ded Code	Ded Amount	State Tax Code	Local Tax Code
FICA	107.22		
FIT	117.54		
SIT	47.66	AL	AL

--- Deductions Voluntary ---

Ded Code	Ded Amount
125INS	60.00
EFT2	56.46
EFT1	1072.66

PayDetail: Check Lookup by Employee.
PayMaxx, Inc.

Name: WATTS, HEATHER G SSN: 416021193 ID: 01520914
PPD Date: 06/26/2005 Check Date: 07/01/2005
PPD: B071 Bank: MONT
Chk Num: A0000010
Gross Amount: 1461.54
Total Taxes: 272.41
Total Deductions: 1189.13
Net Amount: 0.00

--- Earnings ---

Earn Type	Rate	Hours	Gross	Unit	Dept
MGR	0.0000	80.00	0.00	MONT	080030
SAL	0.0000	0.00	1461.54	MONT	080030

--- Deductions Statutory ---

Ded Code	Ded Amount	State Tax Code	Local Tax Code
FICA	107.21		
FIT	117.54		
SIT	47.66	AL	AL

--- Deductions Voluntary ---

Ded Code	Ded Amount
125INS	60.00
EFT2	56.46
EFT1	1072.67

PayDetail: Check Lookup by Employee.
PayMaxx, Inc.

Name: WATTS, HEATHER G SSN: 416021193 ID: 01520914
 PPD Date: 06/12/2005 Check Date: 06/17/2005
 PPD: B062 Bank: MONT
 Chk Num: A0000009
 Gross Amount: 1461.54
 Total Taxes: 272.43
 Total Deductions: 1189.11
 Net Amount: 0.00

--- Earnings ---

Earn Type	Rate	Hours	Gross	Unit	Dept
MGR	0.0000	80.00	0.00	MONT	080030
SAL	0.0000	0.00	1461.54	MONT	080030

--- Deductions Statutory ---

Ded Code	Ded Amount	State Tax Code	Local Tax Code
FICA	107.23		
FIT	117.54		
SIT	47.66	AL	AL

--- Deductions Voluntary ---

Ded Code	Ded Amount
125INS	60.00
EFT2	56.46
EFT1	1072.65

PayDetail: Check Lookup by Employee.
 PayMaxx, Inc.

Name: WATTS, HEATHER G SSN: 416021193 ID: 01520914
 PPD Date: 05/29/2005 Check Date: 06/03/2005
 PPD: B061 Bank: MONT
 Chk Num: A0000008
 Gross Amount: 1461.54
 Total Taxes: 272.41
 Total Deductions: 1189.13
 Net Amount: 0.00

--- Earnings ---

Earn Type	Rate	Hours	Gross	Unit	Dept
MGR	0.0000	80.00	0.00	MONT	080030
SAL	0.0000	0.00	1461.54	MONT	080030

--- Deductions Statutory ---

Ded Code	Ded Amount	State Tax Code	Local Tax Code
FICA	107.21		
FIT	117.54		
SIT	47.66	AL	AL

--- Deductions Voluntary ---

Ded Code	Ded Amount
125INS	60.00
EFT2	56.46
EFT1	1072.67

PayDetail: Check Lookup by Employee.
PayMaxx, Inc.

Name: WATTS, HEATHER G SSN: 416021193 ID: 01520914
PPD Date: 05/15/2005 Check Date: 05/20/2005
PPD: B052 Bank: MONT
Chk Num: 00011977
Gross Amount: 1461.54
Total Taxes: 272.42
Total Deductions: 60.00
Net Amount: 1129.12

--- Earnings ---

Earn Type	Rate	Hours	Gross	Unit	Dept
MGR	0.0000	80.00	0.00	MONT	080030
SAL	0.0000	0.00	1461.54	MONT	080030

--- Deductions Statutory ---

Ded Code	Ded Amount	State Tax Code	Local Tax Code
FICA	107.22		
FIT	117.54		
SIT	47.66	AL	AL

--- Deductions Voluntary ---

Ded Code	Ded Amount
125INS	60.00

PayDetail: Check Lookup by Employee.
PayMaxx, Inc.

Name: WATTS, HEATHER G SSN: 416021193 ID: 01520914
 PPD Date: 05/01/2005 Check Date: 05/06/2005
 PPD: B051 Bank: MONT
 Chk Num: 00011945
 Gross Amount: 1461.54
 Total Taxes: 272.42
 Total Deductions: 60.00
 Net Amount: 1129.12

--- Earnings ---

Earn Type	Rate	Hours	Gross	Unit	Dept
MGR	0.0000	80.00	0.00	MONT	080030
SAL	0.0000	0.00	1461.54	MONT	080030

--- Deductions Statutory ---

Ded Code	Ded Amount	State Tax Code	Local Tax Code
FICA	107.22		
FIT	117.54		
SIT	47.66	AL	AL

--- Deductions Voluntary ---

Ded Code	Ded Amount
125INS	60.00

PayDetail: Check Lookup by Employee.
PayMaxx, Inc.

Name: WATTS, HEATHER G SSN: 416021193 ID: 01520914
PPD Date: 04/17/2005 Check Date: 04/22/2005
PPD: B042 Bank: MONT
Chk Num: 00011915
Gross Amount: 4961.54
Total Taxes: 1429.84
Total Deductions: 60.00
Net Amount: 3471.70

--- Earnings ---

Earn Type	Rate	Hours	Gross	Unit	Dept
MGR	0.0000	80.00	0.00	MONT	080030
SAL	0.0000	0.00	1461.54	MONT	080030
BNS	0.0000	0.00	3500.00	MONT	080030

--- Deductions Statutory ---

Ded Code	Ded Amount	State Tax Code	Local Tax Code
FICA	374.97		
FIT	869.82		
SIT	185.05	AL	AL

--- Deductions Voluntary ---

Ded Code	Ded Amount
125INS	60.00

PayDetail: Check Lookup by Employee.
PayMaxx, Inc.

Name: WATTS, HEATHER G SSN: 416021193 ID: 01520914
 PPD Date: 04/03/2005 Check Date: 04/08/2005
 PPD: B041 Bank: MONT
 Chk Num: 00011885
 Gross Amount: 1346.15
 Total Taxes: 241.37
 Total Deductions: 60.00
 Net Amount: 1044.78

--- Earnings ---

Earn Type	Rate	Hours	Gross	Unit	Dept
MGR	0.0000	80.00	0.00	MONT	080030
SAL	0.0000	0.00	1346.15	MONT	080030

--- Deductions Statutory ---

Ded Code	Ded Amount	State Tax Code	Local Tax Code
FICA	98.38		
FIT	100.23		
SIT	42.76	AL	AL

--- Deductions Voluntary ---

Ded Code	Ded Amount
125INS	60.00

PayDetail: Check Lookup by Employee.
PayMaxx, Inc.

Name: WATTS, HEATHER G SSN: 416021193 ID: 01520914
PPD Date: 03/20/2005 Check Date: 03/25/2005
PPD: B032 Bank: MONT
Chk Num: 00011857
Gross Amount: 1346.15
Total Taxes: 241.38
Total Deductions: 60.00
Net Amount: 1044.77

--- Earnings ---

Earn Type	Rate	Hours	Gross	Unit	Dept
MGR	0.0000	80.00	0.00	MONT	080030
SAL	0.0000	0.00	1346.15	MONT	080030

--- Deductions Statutory ---

Ded Code	Ded Amount	State Tax Code	Local Tax Code
FICA	98.39		
FIT	100.23		
SIT	42.76	AL	AL

--- Deductions Voluntary ---

Ded Code	Ded Amount
125INS	60.00

PayDetail: Check Lookup by Employee.
PayMaxx, Inc.

Name: WATTS, HEATHER G SSN: 416021193 ID: 01520914
PPD Date: 03/06/2005 Check Date: 03/11/2005
PPD: B031 Bank: MONT
Chk Num: 00011828
Gross Amount: 1346.15
Total Taxes: 241.38
Total Deductions: 60.00
Net Amount: 1044.77

--- Earnings ---

Earn Type	Rate	Hours	Gross	Unit	Dept
MGR	0.0000	80.00	0.00	MONT	080030
SAL	0.0000	0.00	1346.15	MONT	080030

--- Deductions Statutory ---

Ded Code	Ded Amount	State Tax Code	Local Tax Code
FICA	98.39		
FIT	100.23		
SIT	42.76	AL	AL

--- Deductions Voluntary ---

Ded Code	Ded Amount
125INS	60.00

PayDetail: Check Lookup by Employee.
PayMaxx, Inc.

Name: WATTS, HEATHER G SSN: 416021193 ID: 01520914
PPD Date: 02/20/2005 Check Date: 02/25/2005
PPD: B022 Bank: MONT
Chk Num: 00011799
Gross Amount: 1346.15
Total Taxes: 241.39
Total Deductions: 60.00
Net Amount: 1044.76

--- Earnings ---

Earn Type	Rate	Hours	Gross	Unit	Dept
MGR	0.0000	80.00	0.00	MONT	080030
SAL	0.0000	0.00	1346.15	MONT	080030

--- Deductions Statutory ---

Ded Code	Ded Amount	State Tax Code	Local Tax Code
FICA	98.40		
FIT	100.23		
SIT	42.76	AL	AL

--- Deductions Voluntary ---

Ded Code	Ded Amount
125INS	60.00

PayDetail: Check Lookup by Employee.
PayMaxx, Inc.

Name: WATTS, HEATHER G SSN: 416021193 ID: 01520914
PPD Date: 01/23/2005 Check Date: 01/28/2005
PPD: B012 Bank: MONT
Chk Num: 00011741
Gross Amount: 4846.15
Total Taxes: 1384.54
Total Deductions: 60.00
Net Amount: 3401.61

--- Earnings ---

Earn Type	Rate	Hours	Gross	Unit	Dept
MGR	0.0000	80.00	0.00	MONT	080030
SAL	0.0000	0.00	1346.15	MONT	080030
BNS	0.0000	0.00	3500.00	MONT	080030

--- Deductions Statutory ---

Ded Code	Ded Amount	State Tax Code	Local Tax Code
FICA	366.14		
FIT	837.51		
SIT	180.89	AL	AL

--- Deductions Voluntary ---

Ded Code	Ded Amount
125INS	60.00

PayDetail: Check Lookup by Employee.
PayMaxx, Inc.

Name: WATTS, HEATHER G SSN: 416021193 ID: 01520914
 PFD Date: 01/09/2005 Check Date: 01/14/2005
 EPD: B011 Bank: MONT
 Chk Num: 00011717
 Gross Amount: 1346.15
 Total Taxes: 241.38
 Total Deductions: 60.00
 Net Amount: 1044.77

--- Earnings ---

Earn Type	Rate	Hours	Gross	Unit	Dept
MGR	0.0000	80.00	0.00	MONT	080030
SAL	0.0000	0.00	1346.15	MONT	080030

--- Deductions Statutory ---

Ded Code	Ded Amount	State Tax Code	Local Tax Code
FICA	98.39		
FIT	100.23		
SIT	42.76	AL	AL

--- Deductions Voluntary ---

Ded Code	Ded Amount
125INS	60.00

PayDetail: Check Lookup by Employee.
PayMaxx, Inc.

Name: WATTS, HEATHER G SSN: 416021193 ID: 01520914
 PPD Date: 12/26/2004 Check Date: 12/31/2004
 PPD: B123 Bank: MONT
 Chk Num: 00011692
 Gross Amount: 1346.15
 Total Taxes: 242.47
 Total Deductions: 60.00
 Net Amount: 1043.68

--- Earnings ---

Earn Type	Rate	Hours	Gross	Unit	Dept
MGR	0.0000	80.00	0.00	MONT	080030
SAL	0.0000	0.00	1346.15	MONT	080030

--- Deductions Statutory ---

Ded Code	Ded Amount	State Tax Code	Local Tax Code
FICA	98.39		
FIT	101.38		
SIT	42.70	AL	AL

--- Deductions Voluntary ---

Ded Code	Ded Amount
125INS	60.00

PayDetail: Check Lookup by Employee.
PayMaxx, Inc.

Name: WATTS, HEATHER G SSN: 416021193 ID: 01520914
PPD Date: 12/12/2004 Check Date: 12/17/2004
PPD: B122 Bank: MONT
Chk Num: 00011667
Gross Amount: 1346.15
Total Taxes: 242.47
Total Deductions: 60.00
Net Amount: 1043.68

--- Earnings ---

Earn Type	Rate	Hours	Gross	Unit	Dept
MGR	0.0000	80.00	0.00	MONT	080030
SAL	0.0000	0.00	1346.15	MONT	080030

--- Deductions Statutory ---

Ded Code	Ded Amount	State Tax Code	Local Tax Code
FICA	98.39		
FIT	101.38		
SIT	42.70	AL	AL

--- Deductions Voluntary ---

Ded Code	Ded Amount
125INS	60.00

PayDetail: Check Lookup by Employee.
PayMaxx, Inc.

Name: WATTS, HEATHER G SSN: 416021193 ID: 01520914
PPD Date: 11/28/2004 Check Date: 12/03/2004
PPD: B121 Bank: MONT
Chk Num: 00011642
Gross Amount: 1346.15
Total Taxes: 242.47
Total Deductions: 60.00
Net Amount: 1043.68

--- Earnings ---

Earn Type	Rate	Hours	Gross	Unit	Dept
MGR	0.0000	80.00	0.00	MONT	080030
SAL	0.0000	0.00	1346.15	MONT	080030

--- Deductions Statutory ---

Ded Code	Ded Amount	State Tax Code	Local Tax Code
FICA	98.39		
FIT	101.38		
SIT	42.70	AL	AL

--- Deductions Voluntary ---

Ded Code	Ded Amount
125INS	60.00

PayDetail: Check Lookup by Employee.
PayMaxx, Inc.

Name: WATTS, HEATHER G SSN: 416021193 ID: 01520914
PPD Date: 11/14/2004 Check Date: 11/19/2004
PPD: B112 Bank: MONT
Chk Num: 00011615
Gross Amount: 1346.15
Total Taxes: 242.46
Total Deductions: 60.00
Net Amount: 1043.69

--- Earnings ---

Earn Type	Rate	Hours	Gross	Unit	Dept
MGR	0.0000	80.00	0.00	MONT	080030
SAL	0.0000	0.00	1346.15	MONT	080030

--- Deductions Statutory ---

Ded Code	Ded Amount	State Tax Code	Local Tax Code
FICA	98.38		
FIT	101.38		
SIT	42.70	AL	AL

--- Deductions Voluntary ---

Ded Code	Ded Amount
125INS	60.00

PayDetail: Check Lookup by Employee.
PayMaxx, Inc.

Name: WATTS, HEATHER G SSN: 416021193 ID: 01520914
PPD Date: 10/31/2004 Check Date: 11/05/2004
PPD: B111 Bank: MONT
Chk Num: 00011588
Gross Amount: 1346.15
Total Taxes: 242.47
Total Deductions: 60.00
Net Amount: 1043.68

--- Earnings ---

Earn Type	Rate	Hours	Gross	Unit	Dept
MGR	0.0000	80.00	0.00	MONT	080030
SAL	0.0000	0.00	1346.15	MONT	080030

--- Deductions Statutory ---

Ded Code	Ded Amount	State Tax Code	Local Tax Code
FICA	98.39		
FIT	101.38		
SIT	42.70	AL	AL

--- Deductions Voluntary ---

Ded Code	Ded Amount
125INS	60.00

PayDetail: Check Lookup by Employee.
PayMaxx, Inc.

Name: WATTS, HEATHER G SSN: 416021193 ID: 01520914
 PPD Date: 10/17/2004 Check Date: 10/22/2004
 PPD: B102 Bank: MCNT
 Chk Num: 00011562
 Gross Amount: 1346.15
 Total Taxes: 242.47
 Total Deductions: 60.00
 Net Amount: 1043.68

--- Earnings ---

Earn Type	Rate	Hours	Gross	Unit	Dept
MGR	0.0000	80.00	0.00	MONT	080030
SAL	0.0000	0.00	1346.15	MONT	080030

--- Deductions Statutory ---

Ded Code	Ded Amount	State Tax Code	Local Tax Code
FICA	98.39		
FIT	101.38		
SIT	42.70	AL	AL

--- Deductions Voluntary ---

Ded Code	Ded Amount
125INS	60.00

PayDetail: Check Lookup by Employee.
PayMaxx, Inc.

Name: WATTS, HEATHER G SSN: 416021193 ID: 01520914
PPD Date: 10/03/2004 Check Date: 10/08/2004
PPD: B101 Bank: MONT
Chk Num: 00011535
Gross Amount: 1346.15
Total Taxes: 242.48
Total Deductions: 60.00
Net Amount: 1043.67

--- Earnings ---

Earn Type	Rate	Hours	Gross	Unit	Dept
MGR	0.0000	80.00	0.00	MONT	080030
SAL	0.0000	0.00	1346.15	MONT	080030

--- Deductions Statutory ---

Ded Code	Ded Amount	State Tax Code	Local Tax Code
FICA	98.40		
FIT	101.38		
SIT	42.70	AL	AL

--- Deductions Voluntary ---

Ded Code	Ded Amount
125INS	60.00

PayDetail: Check Lookup by Employee.
PayMaxx, Inc.

Name: WATTS, HEATHER G SSN: 416021193 ID: 01520914
 PPD Date: 09/19/2004 Check Date: 09/24/2004
 PPD: B092 Bank: MONT
 Chk Num: 00011509
 Gross Amount: 1346.15
 Total Taxes: 226.33
 Total Deductions: 120.00
 Net Amount: 999.82

--- Earnings ---

Earn Type	Rate	Hours	Gross	Unit	Dept
MGR	0.0000	80.00	0.00	MONT	080030
SAL	0.0000	0.00	1346.15	MONT	080030

--- Deductions Statutory ---

Ded Code	Ded Amount	State Tax Code	Local Tax Code
FICA	93.80		
FIT	92.38		
SIT	40.15	AL	AL

--- Deductions Voluntary ---

Ded Code	Ded Amount
125INS	60.00
125INS	60.00

PayDetail: Check Lookup by Employee.
PayMaxx, Inc.

Name: WATTS, HEATHER G SSN: 416021193 ID: 01520914
PPD Date: 09/05/2004 Check Date: 09/10/2004
PPD: B091 Bank: MONT
Chk Num: 00011483
Gross Amount: 1346.15
Total Taxes: 258.61
Total Deductions: 0.00
Net Amount: 1087.54

--- Earnings ---

Earn Type	Rate	Hours	Gross	Unit	Dept
MGR	0.0000	80.00	0.00	MONT	080030
SAL	0.0000	0.00	1346.15	MONT	080030

--- Deductions Statutory ---

Ded Code	Ded Amount	State Tax Code	Local Tax Code
FICA	102.98		
FIT	110.38		
SIT	45.25	AL	AL

--- Deductions Voluntary ---

Ded Code	Ded Amount
-----	-----

PayDetail: Check Lookup by Employee.
PayMaxx, Inc.

Name: WATTS, HEATHER G SSN: 416021193 ID: 01520914
PPD Date: 08/22/2004 Check Date: 08/27/2004
PPD: B082 Bank: MONT
Chk Num: 00011457
Gross Amount: 1346.15
Total Taxes: 258.61
Total Deductions: 0.00
Net Amount: 1087.54

--- Earnings ---

Earn Type	Rate	Hours	Gross	Unit	Dept
MGR	0.0000	80.00	0.00	MONT	080030
SAL	0.0000	0.00	1346.15	MONT	080030

--- Deductions Statutory ---

Ded Code	Ded Amount	State Tax Code	Local Tax Code
FICA	102.98		
FIT	110.38		
SIT	45.25	AL	AL

--- Deductions Voluntary ---

Ded Code	Ded Amount

PayDetail: Check Lookup by Employee.
PayMaxx, Inc.

Name: WATTS, HEATHER G SSN: 416021193 ID: 01520914
PPD Date: 08/08/2004 Check Date: 08/13/2004
PPD: B081 Bank: MONT
Chk Num: 00011430
Gross Amount: 1346.15
Total Taxes: 258.61
Total Deductions: 0.00
Net Amount: 1087.54

--- Earnings ---

Earn Type	Rate	Hours	Gross	Unit	Dept
MGR	0.0000	80.00	0.00	MONT	080030
SAL	0.0000	0.00	1346.15	MONT	080030

--- Deductions Statutory ---

Ded Code	Ded Amount	State Tax Code	Local Tax Code
FICA	102.98		
FIT	110.38		
SIT	45.25	AL	AL

--- Deductions Voluntary ---

Ded Code	Ded Amount
-----	-----

PayDetail: Check Lookup by Employee.
PayMaxx, Inc.

Name: WATTS, HEATHER G SSN: 416021193 ID: 01520914
PPD Date: 07/25/2004 Check Date: 07/30/2004
PPD: B073 Bank: MONT
Chk Num: 00011402
Gross Amount: 1346.15
Total Taxes: 258.61
Total Deductions: 0.00
Net Amount: 1087.54

--- Earnings ---

Earn Type	Rate	Hours	Gross	Unit	Dept
MGR	0.0000	80.00	0.00	MONT	080030
SAL	0.0000	0.00	1346.15	MONT	080030

--- Deductions Statutory ---

Ded Code	Ded Amount	State Tax Code	Local Tax Code
FICA	102.98		
FIT	110.38		
SIT	45.25	AL	AL

--- Deductions Voluntary ---

Ded Code	Ded Amount

PayDetail: Check Lookup by Employee.
PayMaxx, Inc.

Name: WATTS, HEATHER G SSN: 416021193 ID: 01520914
PPD Date: 07/11/2004 Check Date: 07/16/2004
PPD: B072 Bank: MONT
Chk Num: 00011375
Gross Amount: 1346.15
Total Taxes: 258.61
Total Deductions: 0.00
Net Amount: 1087.54

--- Earnings ---

Earn Type	Rate	Hours	Gross	Unit	Dept
MGR	0.0000	80.00	0.00	MONT	080030
SAL	0.0000	0.00	1346.15	MONT	080030

--- Deductions Statutory ---

Ded Code	Ded Amount	State Tax Code	Local Tax Code
FICA	102.98		
FIT	110.38		
SIT	45.25	AL	AL

--- Deductions Voluntary ---

Ded Code	Ded Amount

PayDetail: Check Lookup by Employee.
PayMaxx, Inc.

Name: WATTS, HEATHER G SSN: 416021193 ID: 01520914
PPD Date: 06/27/2004 Check Date: 07/02/2004
PPD: B071 Bank: MONT
Chk Num: 00011349
Gross Amount: 383.65
Total Taxes: 36.24
Total Deductions: 0.00
Net Amount: 347.41

--- Earnings ---

Earn Type	Rate	Hours	Gross	Unit	Dept
SAL	0.0000	0.00	383.65	MONT	080030
MGR	0.0000	22.80	0.00	MONT	080030

--- Deductions Statutory ---

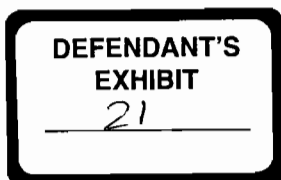
Ded Code	Ded Amount	State Tax Code	Local Tax Code
FICA	29.35		
SIT	6.89	AL	AL

--- Deductions Voluntary ---

Ded Code	Ded Amount
----------	------------

From: Roger A Miller
Sent: 11/29/2004
To: Mickey and Heathe
Cc: Fairfield Inn Montgomery; Robert Cole; Rob Flanders
Bcc:
Subject: November 29th e mail

Heather; Thanks for your reply; I know you will get back on track and increase your ""Hard Core"" sales activities and meaningful ""Other Sales"" activities. With the increase in Montgomery room inventory for 2005, we need you to be extremely focused and results oriented. As far as working from home in the morning, I have no problems with it although Todd is the one who will make the final decision. The bottom line is production of ""Hard Core"" sales activities resulting in definite bookings. In addition you must be an excellent communicator and very thorough in sales follow up/administration. The key is to be out on appointments/sales calls. While you do have to schedule time for ""Other Sales"" and ""Administration"" your true ""ROI"" is in production of ""Hard Core"" activities and consistent bookings. You should not be spending too much time in your hotel office or home office. This is simply not cost effective for the Montgomery Fairfield Inn or Hospitality Ventures. If there are any questions pertaining to the above please contact me. I'm looking forward to your hard work and continued success throughout 2005. Thanks for a great effort and results in 2004. Take care.



From: Mickey and Heathe
Sent: 04/07/2005
To: 'Roger A Miller'
Cc:
Bcc:
Subject: Heather Watts

Roger,

After our conversation yesterday evening, I have taken in to consideration my new job offers and also considered what it would take to make me comfortable in staying in my current position at Fairfield Inn. I have come up with the following for considerations:

Agree to schedule request & increased salary:

Starting June 1st until Maternity Leave:

Monday-Thursday 8:30-2:00 p.m.

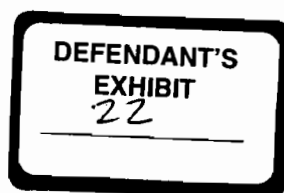
Friday- Usual 7 hours for the day -based on the needs of the hotel

Increase salary \$3,000 year-effective immediately \$38,000 & still be on the current bonus program

\$55.76 wk/ \$115.52 bi wk/ \$231.04 month

** In return willing to give flexibility on Monday-Thursday to return to hotel late afternoons if needed for group/tour bus arrival to assist with check-in/welcome reception-focus-needs of hotel

** In return willing to arrive early morning if needed for group/tour bus - focus- needs of hotel



** As currently- ""on call"" with hotel if needed for any sales assistance and guest relations

Maternity leave 8-12 weeks

* Plan to work up to day of delivery unless other wise told by doctor's orders.

Please review and let me know your comments and feelings. Thanks for your time.

Heather Watts

watts167@bellsouth.net

From: Roger A Miller [rmiller@hospitalityventures.com]
 It: Thursday, April 07, 2005 12:05 PM
 To: Mickey and Heathe
 Cc: Robert Cole; Todd Epplin; David Price; Ron Disbrow
 Subject: Request For Schedule Adjustment And Salary Increase

Heather; Thank you for taking time to express your feelings yesterday and forwarding the above "Subject" request. Without question your sales skills, booking results and genuine concern for the success and well being of the Montgomery Fairfield Inn has made a big difference in the revenue and RevPar index increases of the hotel. For that we thank you and are grateful.

Based on your past years hotel revenue/RevPAR increases, we do feel that an annual increase of \$3,000 is in line. (Effective upon agreement/signature of this e mail.) Next salary review would be April 10-14 2006. This increase/e mail is not a contract for employment. Present/future employment will be based on consistent meeting/exceeding of all budgeted room revenue and sales dept "Hard Core", "Other Sales" and "Administrative" production goals and implementation of job description duties.

*Current bonus program remains in effect.

Due to your success and above mentioned efforts/results we must maintain your current 35 hour work week schedule as outlined in your job description signed July 5, 2004. With increased bookings/revenue, follow up sales pro work involved, increased competition in our market and ever changing market/economic conditions, 35 hours is the minimum needed to succeed. Any less would not be in the best interest of the clients, fellow associates, management, lenders and investors. We appreciate your flexibility Monday-Thursday to return to the hotel in off hours to accommodate special groups and that can be included in the 35 hours weekly as long as your General Manager previously approves.

Heather, Hospitality Ventures views and values all of our management personnel as long term investments. The above response to your request supports those views and values while supporting our financial commitment to the owners, investors and lenders.

Hopefully you will understand and be in agreement with the above. If so, please print, sign and fax to my attention by 3:00pm cts tomorrow. (Friday April 8, 2005) If you are not in agreement than we will accept your resignation submitted Wednesday April 6, 2005. Due to potential conflict of interest with current job offers discussed yesterday we would expect you to end your employment with us by tomorrow, Friday April 8, 2005. All of us at HV hope and trust you will remain a vital, productive member of the Montgomery Fairfield Inn management team for many years to come. Take care.
 Have a super day.

DEFENDANT'S
 EXHIBIT

23

Fairfield Inn Montgomery
Todd Epplin
5601 Carmichael Road
Montgomery, Alabama 36117

June 6, 2005

Todd,

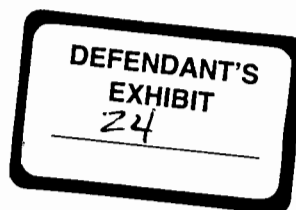
Please accept this letter as my official notice of request for Maternity Leave. I am planning on taken 6-8 weeks depending on my delivery and health of my child. I will give you official notice of my return after my 6 week postpartum appointment. I will not be out more than my allotted time of 12 weeks under the FMLA.

I plan on working up to the day of delivery and or orders from my doctor.

If you have any questions, please let me know.

Sincerely,

Heather Watts



From: Watts, HEATHER
Sent: 07/20/2005
To: Megean Carter/CVB
Cc:
Bcc:
Subject: Fairfield Inn Montgomery

Megean,
Good Morning! I just wanted to send you my ""new information"". I will be on Maternity Leave (I guess when my water breaks..haha) for about 8-12 weeks. However I will still work from home some and will have access to email. Tandi Mitchell has been hired as my Intern Sales Manager for all inside sales.
Please share new info with everyone.

Thanks!

Heather G Watts
Director of Sales & Marketing
Fairfield Inn by Marriott
5601 Carmichael Road
Montgomery, Alabama 36117
334-270-0007 hotel phone/fax
334-354-2619 cell phone
334-244-8077 home fax
www.marriott.com/mgmfi

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This message was sent with high importance.

Watts, HEATHER

From: Watts, HEATHER
To: Epplin, Todd
Cc:
Subject: From Heather 8 16 05

Sent: Tue 8/16/2005 10:45 PM

Attachments:

Hey Todd!

Hope all is going well. I talk to Tandi daily and she seem to have everything under control. I heard that Tannny is there as well! Tell her hello and please be sure to give her my contact information if she needs anything.

Baby Tanner and I are doing great! Did you hear how big he is (9 lb 1 oz) ...all the girls at the hotel was right! I am unable to drive for 2 weeks and Tanner is not suppose to be in large crowds for 6 weeks- until his immune system is built up. I hope you got the pictures. I am sending some with Tandi this week to share.

When you can, please mail my last pay stub to my home or send with Tandi (6976 Eastern Shore Road Montgomery Al 36117) Also can you let me know about the last expense report.

So are you leaving this week? I know you are going to enjoy your travels! Take care!

Please tell everyone hello and I hope to be able to visit soon.

Heather G Watts
Director of Sales & Marketing
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Cell Phone: 334-354-2619
Home Fax: 334-244-8077
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DEFENDANT'S
EXHIBIT

26

Watts, HEATHER

From: Watts, HEATHER
To: Miller, Roger
Cc:
Subject: Heather MGMFI!
Attachments:

Sent: Sun 8/21/2005 2:11 PM

Roger,

Hello! I just wanted to let you know that all is well with me, baby & family. Just a very exciting and adjusting time for us all.

I have been keeping in touch with Tandi almost daily and seems that all is going well.

I will call you this week just to touch base.

Take care!

Heather G Watts
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DEFENDANT'S
EXHIBIT

27

From: Watts, HEATHER
Sent: 08/29/2005
To: FFI, Montgomery GM
Cc: Miller, Roger
Bcc:
Subject: RE: Heather MGMFI

Thanks Tammy! I will call you in the morning after 9am if that is ok. This evening is very busy for me.

I checked on the hotel alot this weekend and worked with JoAnn on the availability - about closing hotel etc since you were out of town. Hurricanes make us all a little nervous and I just wanted to insure all was well.

Please let me know how things are going with Tandi. She has lots of responsibility while I am gone and I want to make sure she is doing what is expected. I do speak to her every other day but am concerned that she is calling in to the staff to have things done instead of being there physically. I could be wrong, I am just going by what Carrie said that she did not see her at all last week and Jennifer says she does call.

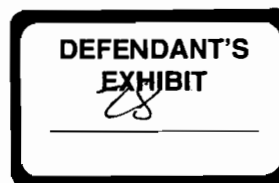
I know I am on maternity leave, but I am willing to do what needs to be done. I have worked so hard over the year to drive business and I don't want to fail. I truly believe in our property!!

Thanks again, I will talk to you soon.

Heather G Watts
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From: FFI, Montgomery GM
Sent: Mon 8/29/2005 4:16 PM
To: Amrita Parekh; Watts, HEATHER



Cc: 'HVMIAP'
Subject: RE: Heather MGMFI

Heather:

Please contact me at your earliest so we can discuss your hours. I have spoken with Roger and understand there was information not passed onto me. Lets discuss this.

Tammy

From: Amrita Parekh [mailto:amrita@hospitalityventures.com]
Sent: Mon 8/29/2005 2:38 PM
To: Watts, HEATHER
Cc: 'HVMIAP'; FFI, Montgomery GM
Subject: RE: Heather MGMFI

Charlene told me that she had checked with Tammy and that you had no hours for that payroll

Amrita Parekh, C.P.A
Hospitality Ventures Mgmt, Inc
Controller
100 Tower Place
3340 Peachtree Rd, Suite 605
Atlanta, GA 30326
(404)467-9299 Ext 203
(404)467-1962-Fax

-----Original Message-----

From: Watts, HEATHER [mailto:Heather.G.Watts@marriott.com]
Sent: Monday, August 29, 2005 2:33 PM
To: Parekh, Amrita
Subject: Heather MGMFI
Importance: High

Amrita,
I am missing a paystub for payroll week ending 8/21/05. Can you please check on?
Thanks

Heather G Watts

Director of Sales & Marketing
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Montgomery, Alabama 36117\
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Watts, HEATHER

From: Watts, HEATHER
To: Miller, Roger
Cc:
Subject: Heater Maternity Leave
Attachments:

Sent: Mon 8/29/2005 5:34 PM

Roger,

I meant to tell you on the phone today that my 6 week follow-up doctor appt. is not until Sept. 27th. Hopefully all will go well and I will be released to return to work. If all goes well I will be back on Oct. 3rd or 10th. And if sooner if I can.

We just have one major issue and that is child care- we have been on a waiting list since January at 3 different schools. We have not been guaranteed a spot. So we are waiting on an opening. I may have to work with you on my return hours since I can only find a Mother's Day Out program for Tanner. There is a good one that has an opening 3 days a week (tues/wed/thurs) from 8 a.m. -2:30 p.m. And possible they will have an opening for Monday soon. The school is closed on Friday's.

We have had many struggles with Taylor in finding the right school. And Taylor's K-3 program does not have an opening in their nursery.

Good quality, dependable, licensed and affordable childcare is very limited in Montgomery. We are searching all our possible resources. I will keep you posted.

Heather G Watts
Director of Sales & Marketing
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<https://owa.marriott.com/exchange/Heather.G.Watts/Sent%20Items/Heater%20Maternity...>

11/2/2005
vwatts v. Hospitality
Int Disc/RFP 0097

From: Roger A Miller
Sent: 09/22/2005
To: Mickey and Heathe
Cc: ffi.pwmpmt.gm@marriott.com; Curtis Reitz; Robert Cole
Bcc:
Subject: FW: MGMFI Sales Goals

Heather; I'm forwarding this to Tammy for her review/input. The above was submitted based on a 3 day/8 hour work week. As indicated during our telephone conversation today we need the 3 days to return to 5 as soon as possible. Based on the submission of other HV "Directors Of Sales/Marketing" weekly goals the average "HC" activities totals were 27-29. These represent a 5 day work week however. This would leave 14 "HC" remaining for the 4th and 5th day to be picked up. In order to hit 27 "HC" per week you have to average 5.4 per day. Based on this I feel your 3 day "HC" activity goal should be 16. This is just 3 more than indicated on the attached. I suggest adding 1 to "Appointments", 1 to "Client Lunch" and 1 to "Marketing Plan Franchise Activities". I would like the both of you to review, discuss and let me know by tomorrow afternoon if that meets with your approval. If not please forward where you want the 3 to go. Thanks. Have a great afternoon.

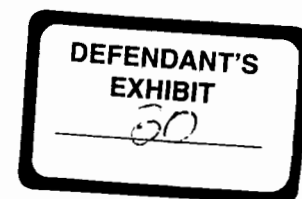
-----Original Message-----

From: Watts, HEATHER [mailto:Heather.G.Watts@marriott.com]
Sent: Thursday, September 22, 2005 1:41 PM
To: Miller, Roger
Subject: MGMFI Sales Goals

Heather G Watts
Director of Sales & Marketing
Fairfield Inn by Marriott
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Attachment: \email\RMEM000104\MGMFI Sales Pro Goals.xls



From: Roger A Miller
Sent: 09/22/2005
To: Mickey and Heathe
Cc: ffi.pwmpt.gm@marriott.com; Tammy Dominguez; Robert Cole
Bcc:
Subject: RE: MGMFI Sales Goals

Heather; You are correct. 35 hours (7 per day x 5 days) The attached goals will represent 3 days of work. As you add the other two days Tammy and you will determine where the goals will be increased. Thanks. Have a great evening.

-----Original Message-----

From: Mickey and Heathe [mailto:watts167@charter.net]
Sent: Thursday, September 22, 2005 5:59 PM
To: 'Roger A Miller'
Subject: RE: MGMFI Sales Goals
Importance: High

I will! But I only work a 35 hour week when full time- 7 hour days. This is what I was hired upon.
Please let me know if you feel the same
Thanks

-----Original Message-----

From: Roger A Miller [mailto:rmiller@hospitalityventures.com]
Sent: Thursday, September 22, 2005 1:47 PM
To: Mickey and Heathe
Cc: ffi.pwmpt.gm@marriott.com; Curtis Reitz; Robert Cole
Subject: FW: MGMFI Sales Goals

Heather; I'm forwarding this to Tammy for her review/input. The above was submitted based on a 3 day/8 hour work week. As indicated during our telephone conversation today we need the 3 days to return to 5 as soon as possible. Based on the submission of other HV ""Directors Of Sales/Marketing"" weekly goals the average ""HC"" activities totals were 27-29. These represent a 5 day work week however. This would leave 14 ""HC"" remaining for the 4th and 5th day to be picked up. In order to hit 27 ""HC"" per week you have to average 5.4 per day. Based on this I feel your 3 day ""HC"" activity goal should be 16. This is just 3 more than indicated on the attached. I suggest adding 1 to ""Appointments"", 1 to ""Client Lunch"" and 1 to ""Marketing Plan Franchise Activities"". I would like the both of you to review, discuss and let me know by tomorrow afternoon if that meets with your approval. If not please forward where you want the 3 to go. Thanks. Have a great afternoon.

DEFENDANT'S
EXHIBIT

31

-----Original Message-----

From: Watts, HEATHER [mailto:Heather.G.Watts@marriott.com]

Sent: Thursday, September 22, 2005 1:41 PM

To: Miller, Roger

Subject: MGMFI Sales Goals

Heather G Watts

Director of Sales & Marketing

Fairfield Inn by Marriott

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Watts, HEATHER

From: Watts, HEATHER
To: FFI, Montgomery GM; Rmiller
Cc:
Subject: RE: REVISED SALES GOALS
Attachments:

Sent: Fri 9/23/2005 11:48 AM

Tammy,

Good morning! Please note that I have not discussed anything with Tandi. And it was (is) not my intention at all to come across to her in a negative way. I would never upset her knowing the volume of business she brings to the hotel. Tandi & I are very close and at lot of her decisions to put business at FFI is because of our professional relationship we have. My only questioning to her was the communication expectations as described in her job description. When I came in and did not see the group binder being used, rooms that have not been released and the frustration with the front desk and housekeeping. I only want to know what happened when things are so clearly defined. I am not sure what paper work Todd is referring to but I can provided you with my paperwork that was signed by Roger, Todd and myself. Overall I did not want to create any more work for others at the hotel during my absence.

I will do my best to give you a call this afternoon to discuss my schedule.

Thanks

Heather G Watts
 Director of Sales & Marketing
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From: FFI, Montgomery GM
Sent: Thu 9/22/2005 10:04 PM
To: Watts, HEATHER; Rmiller
Subject: RE: REVISED SALES GOALS

DEFENDANT'S
 EXHIBIT
 32

Heather,

Please Do Not contact Tandi. I have been looking at the paperwork I received from Todd about what Tandi was going to be doing and it says nothing about Tandi working in the hotel. I does say that she will be coming to the hotel 1 day (we agreed to Thurs.) to check on things and answer any questions we may have. As far as the front desk having to enter groups for Tandi, I see no real issue with this since we have 2 of them working in the morning. The issue that the frontdesk is referring to about the groups is right after Hurrican Katrina and we were all wearing multiple hats at that point. Tandi was working on alot of groups, groups were canceling and she was re filling the space that came available. There were a couple of days the front desk was doing alot of bouncing with groups being cancelled and new groups filling those spaces. My feeling on this is if she had had to come to the hotel to deal with entering the groups, we would not have been able to fill all of those rooms back up after they had been cancelled. Tandi has done a great job in your absence and I feel the issues the front desk are having with her are not a reflection of the work she has done, I will address and explain to them what I have just explained to you. But this is something I should deal with not you so DO NOT contact Tandi in regards to her work performance. I WILL speak with her myself.

I also need to talk about your schedule as well. You had mentioned that you were going to be working 1 1/2 days in the hotel and 1 1/2 days at home. It is my understanding you are to be working 3 full 7 hour shifts in the hotel not at home. We need to discuss this further. If you will not be working 3-7 hour shift in the hotel the company will not be paying you for 3 days, we will pay you for the time you actually work in the hotel. If you are

not able to come back 3 full days we need to consider were to go from here. At this point I am not willing to say Tandi is done on Sept. 30th unless you are going to be working the 3 days in the hotel.

Please call me at some point on Friday so we can discuss this email. I will be available after 10:30 am.

Thank you and have a great night.

Tammy

From: Watts, HEATHER
Sent: Thu 9/22/2005 6:48 PM
To: FFI, Montgomery GM; Miller, Roger
Subject: REVISED SALES GOALS

Heather G Watts
Director of Sales & Marketing
Fairfield Inn by Marriott
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SALES DEPARTMENT "SALES PRO" ACTIVITY REPORT

TRACKING REPORT MGMFI

HOTEL	Goals (Name)	A* - HARD CORE ACTIVITIES										B* - OTHER SALES ACTIVITIES				
		Appoint's (Qualified Acct)	Sales Calls (Qualified Acct)	Sls. Inquiries	Client Lunch / Empl.	Bids / Proposals	Mktg Plan Franchise Activities	Weekly Total	% to Total	Follow-Up Call	Inquiries / Incoming Call	Thanking (Qualified Acct or Solicitation)	Outside Sales Cold Calls	E-Mail Solicitation	Weekly Total	
MGMFI	Heather	2	4	1	3	3	3	16	37%	5	4	5	2	4	20	
								0	#DIV/0!						0	
								0	#DIV/0!						0	
3 days								0	#DIV/0!						0	
								0	#DIV/0!						0	
								0	#DIV/0!						0	
TOTALS:		2	4	1	3	3	3	16	40%	5	4	5	2	4	20	

HOTEL	Goals (Name)	C* - ADMINISTRATION										DEFINITE FUTURE BOOKINGS				
		General Acct.	GM / DOG Meeting	Sales Staff Meetings	Reports Weekly / Monthly	Weekly Total	% to Total	Weekly Total	% to Total	Guest Rooms	Banquet Food	Banquet Beverage	Mktg Room Rental	Weekly Total		
	Heather	3	1	2	1	7	16%	7	16%					7		
						0	#DIV/0!	0	#DIV/0!					0		
						0	#DIV/0!	0	#DIV/0!					0		
TOTALS:		3	1	2	1	7	50%	7	40%	3	3	3	4	7		

78%
% to Total
47%
#DIV/0!
#DIV/0!
#DIV/0!
#DIV/0!
30%

This message was sent from:

Watts, HEATHER

From: Watts, HEATHER
To: FFI, Montgomery GM
Cc: Miller, Roger
Subject: Heather Maternity Leave
Attachments:

Sent: Tue 9/27/2005 3:08 PM

Tammy,

After our discussion on Friday, there has been some change that I would like to request in my schedule.

Over the weekend Tanner became ill with "another" ear infection. He has now on his second round of antibiotics at being just 6 weeks old. They are scheduling him to see a specialist and recheck his hearing. *His doctor is requesting that I keep him out of daycare as long as possible.* With this being said, I would like to take my full maternity leave of 12 weeks that began on Aug. 10th. This would allow Tanner time to heal and increase his antibodies before going to daycare.

My original plan was to come back between 8-10 weeks-per my discussion with Roger. I will keep you posted weekly if I am able to come back sooner. I am still willing to do all I can at home as in the original plan with Todd and Roger. I can still do my 7+ hours a week: work on the marketing plan and continue to work directly with Tandi and maintain Sales Pro. I will continue my communication with you, the front desk and Tandi as needed throughout the week.

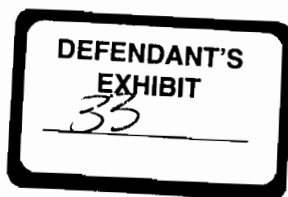
I have asked Tandi if she was still able to work with our original plan and me return the first week of November. She stated that yes, she would get with you. Her agreement is good within one week of my notice of my return.

My intentions is to return to my job after my maternity leave as we discussed. Please feel free to call me and I will be happy to discuss further if needed.

Heather G Watts
Director of Sales & Marketing
Fairfield Inn by Marriott
5601 Carmichael Road
Montgomery, Alabama 36117\

Hotel Phone & Fax: 334-270-0007
Cell Phone: 334-354-2619
Home Fax: 334-244-8077
www.marriott.com/mgmfi

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watts167@bellsouth.net

From: watts167@bellsouth.net
Sent: Thursday, November 03, 2005 8:50 AM
To: 'Roger A Miller'
Subject: FW: Heather
Importance: High

Roger,

I tried to log onto Sales Pro this morning to enter a group that Tandi sent over yesterday and was denied access - I guess this answers my question about my job.

Heather

From: watts167@bellsouth.net [mailto:watts167@bellsouth.net]
Sent: Wednesday, November 02, 2005 9:38 PM
To: 'Roger A Miller'
Subject: Heather
Importance: High

Roger,

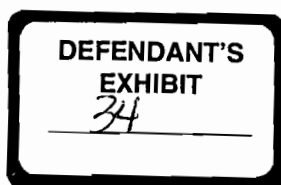
Good evening. My last conversation with Tammy this afternoon at 4p.m. (11/2/05) she stated that she was "now" no longer going to give me an option to return to my 35 hours a week upon my return from Maternity Leave on Nov. 9th or my request to let her know by Friday, Nov. 4th if I can return to my full-time status. She stated that I can either accept this as a termination today or can give her a two week notice when I turn in the files (and now the laptop) she requested on Friday. (11/4/05) Tammy stated that I was not to come in on Wednesday, Nov. 9th. I requested that I want to have something in writing so that I clearly understand and that I am on the same page as her, you and Robert.

Also, I requested from our prior conversation this morning that I needed more time then by 5pm today to let her know if I would be returning to my 35 hours on Nov. 9th. I told her that I would call my church and family members see if I could get some help. It was my understanding that she was going to be able to work with me and my schedule (just last week from our in-house meeting) in hopes that I could have full-time childcare by January. And the reason I have not spoken to you about this because you told me several weeks ago that you were no longer by boss that I needed to speak directly to Tammy.

I have not heard from Tammy this evening, I know she is traveling but can you confirm that I no longer have a job at the Fairfield Inn Montgomery. That what is stated above is true?

Thanks
Heather Watts

11/3/2005



Watts v. Hospitality
Int Disc/RFP 0167

Received
11:25am
11/3/05
from
Carrie

Heather,

In this envelope you will find.

Cobra paperwork, if you elect to enroll.

Money for the expenses (for the donation for Carrie's Grandbaby)

Paycheck/with Bonus

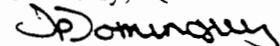
You can clean any personal items out of your office under management supervision.

Your expense check that is in the system to be paid will be mail by next week.

Your final paycheck with your 40 hours vacation + 8 hours will be here next payroll.

Please feel free to contact me at the hotel or my cell.

Sincerely, <



Tammy Pratt Dominguez

General Manager

Fairfield Inn by Marriott

DEFENDANT'S
EXHIBIT

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Watts v. Hospitality
Int Disc/RFP 0165

watts167@bellsouth.net

From: Dominguez, Tammy [Tammy.P.Dominguez@marriott.com]
Sent: Monday, November 07, 2005 9:25 AM
To: watts167@bellsouth.net
Cc: rmiller@hospitalityventures.com; rcole@hospitalityventures.com;
creitz@hospitalityventures.com; ron_disbrow@hilton.com
Subject: FW: Heather

Importance: High



Dear

Heather.doc (22 K)

Heather:

Please read the attached letter.
I want to make sure you have plenty of time to make a decision, so I will give you until the 10th rather than the 8th. You may not have received this email as of yet because I have been sending it to you Heather.g.watts@marriott.com email. Please respond ASAP.

Regards,

Tammy Pratt Dominguez
General Manager
Fairfield Inn by Marriott
5601 Carmichael Road
Montgomery, AL 36117
C-207-807-1950
O-334-270-0007

From: Dominguez, Tammy
Sent: Sun 11/6/2005 12:42 PM
To: Watts, HEATHER
Cc: rmiller@hospitalityventures.com; ron_disbrow@hilton.com;
rcole@hospitalityventures.com; creitz@hospitalityventures.com
Subject: RE: Heather

Heather:

Please read and respond to the attached document.

Regards,

Tammy Pratt Dominguez
General Manager
Fairfield Inn by Marriott
5601 Carmichael Road
Montgomery, AL 36117
C-207-807-1950
O-334-270-0007

DEFENDANT'S
EXHIBIT

36

Watts v. Hospitality
Int Disc/RFP 0161

11/05/2005 22:32

334246877

WATTS

PAGE 00

Dear Heather,

I am sorry we could not finish our phone call yesterday. I wanted to send you this letter so that you may have a chance to consider what we were discussing at your own convenience.

At this time we are prepared to offer you a position on the front desk for the 3-11 shift or the night audit 11-7 shift. Both positions will require a 35 hour a week commitment. Either one of these positions would be available starting November 9.

It is our intention to get you back to work. We would be able to pay you at your current rate of pay and your insurance benefits will remain the same.

Unfortunately at this time this is the only current positions we have available. If another position becomes available you will have the opportunity to be considered for it.

We will need to know what your decision will be by 11/8/2005 or we will have to consider that you have decided to resign from employment at our hotel.

If you have any questions please feel free to contact me to discuss.

Sincerely,

Tammy Pratt Dominguez
General Manager
Fairfield Inn by Marriott
5801 Carmichael Road
Montgomery, AL 36117
334-270-0007

EEOC Form 5 (5/01)

CHARGE OF DISCRIMINATION

This form is affected by the Privacy Act. See enclosed Privacy Act Statement and other information before completing this form.

Charge Presented To:

Agency(ies) Charge No(s):

☐

FEPA

☒

EEOC

130-2006-01283

and EEOC

Heather G. Watts

State or local Agency, if any

Name (Indicate Mr., Ms., Mrs.)

Date of Birth

6976 Eastern Shore Road Montgomery, AL 36117

6-21-72

Street Address

City, State and ZIP Code

Named is the Employer, Labor Organization, Employment Agency, Apprenticeship Committee, or State or Local Government Agency That I Believe Discriminated Against Me or Others. (If more than two are named, list under PARTICULARS below.)

Name

No. Employees, Members

Phone No. with Area Code

Hospitality Ventures, LLC

500

404-467-9299

Street Address

City, State and ZIP Code

3340 Peachtree Rd, Ste 605

Atlanta, GA 30326

Name

No. Employees, Members

Phone No. with Area Code

Marriott Fairfield Tnn/Montgomery Ventures LLC

50

334-270-0007

Street Address

City, State and ZIP Code

5601 Carmichael Rd. Montgomery, AL 36117

DISCRIMINATION BASED ON (Check appropriate box(es).)

☐

RACE

☐

COLOR

☒

SEX

☐

RELIGION

☐

NATIONAL ORIGIN

☐

RETALIATION

☐

AGE

☐

DISABILITY

☐

OTHER (Specify below.)

DATE(S) DISCRIMINATION TOOK PLACE

Earliest

Latest

11-30-05

☐

CONTINUING ACTION

THE PARTICULARS ARE (If additional paper is needed, attach extra sheet(s)):

PREGNANCY/FMLA
SEE ATTACHED AFFIDAVIT
Disparate Treatment

RECEIVED
EEOC
DEC 18 2005
BIRMINGHAM DISTRICT OFFICE

I want this charge filed with both the EEOC and the State or local Agency, if any. I will advise the agencies if I change my address or phone number and I will cooperate fully with them in the processing of my charge in accordance with their procedures.

NOTARY - When necessary for State or Local Agency Requirements

Rudella B. Duncan

I declare under penalty of perjury that the above is true and correct.

I swear or affirm that I have read the above charge and that it is true to the best of my knowledge, information and belief.

SIGNATURE OF COMPLAINANT

Heather G. Watts

SUBSCRIBED AND SWORN TO BEFORE ME THIS DATE

(month, day, year) 12/8/05

12/8/05

Date

Charging Party Signature

DEFENDANT'S
EXHIBIT
37

MV 00136

130, 2006 01283

AFFIDAVIT OF HEATHER WATTS

STATE OF ALABAMA)
COUNTY OF MONTGOMERY)

RECEIVED
DEC 1 9 2005
BIRMINGHAM DISTRICT OFFICE

Personally appeared affiant, HEATHER WATTS, who being duly sworn, says:

1. This affidavit is given on the basis of the affiant having knowledge pertaining to sex/pregnancy discrimination and termination November 2, 2005.
2. My address is: 6976 Eastern Shore Road, Montgomery AL 36117 and my phone number (334) 244-8077.
3. I was employed at the Marriott Fairfield Inn from June 2004 as director of sales and marketing. General Manager Todd Epplin was told me the hotel had not made budget for 12-18 months before I was hired. From the first quarter, I brought in enough business to make the hotel profitable. I started at \$35,000 per year and was earning \$38,000 when I left, plus bonuses of \$3,800 per quarter.
4. When I first became pregnant, Roger Miller, vice president of sales and marketing at Hospitality Ventures, my employer, told me that I could take maternity leave. We worked on hiring an intern, Tandi Mitchell, to take over my job duties when I went on leave. Mr. Epplin agreed with Miller that I could be on maternity leave and gave Tandi and me training time up until the time I left. We talked about the length of my leave for several months.
5. My child was born on August 12, and I took unpaid maternity leave, starting Aug. 11. I never had received a company handbook, but I had requested the leave in writing. No one contested my right to FMLA/maternity leave. I took leave starting on August 11, 2005, and was not due to return to work until November 9.

Ex. 2006-01283

6. My employer, however, continued to give me assignments during this period, paying me for seven hours a week. Tammy Dominguez, the new hotel manager, had tried to get me to come back to work three days a week at the hotel during my maternity leave, but my newborn developed an ear infection, and I was not able to work those hours during my maternity leave.
7. Typically, more than half of my work had been performed at home and outside the hotel, because of the nature of my job.
8. I was working on a marketing plan for the hotel while I was on maternity leave. Ms. Dominguez was asked on Wednesday October 19, to bring in all my work on the plan and to copy all of it, in her presence. Yet, when Roger Miller came to town to discuss the plan the following week, I was not invited to meet with him. I began to feel uneasy about my job status.
9. On Nov. 2, one week before I was to return from maternity leave, I was called by Ms. Dominguez, and asked if I was going to be able to return to my job fulltime, 35 hours a week. I said yes. She repeated the question, saying "I need to know by 5 p.m.," and I said yes.
10. She called back and said the company was not going to give me that option to come back, that I could resign today or she was terminating me.
11. I went to the hotel at 11:15 a.m. Nov. 3 and got my final check and an order to clean out my office. At 11:46, Ms. Dominguez, she called me again and questioned whether I had called the hotel and asked about FMLA. I said no. She began stating that she "made a mistake," and she could not terminate me due to FMLA. She said I should come in on Nov. 9, my original day back and prepare to work my 35 hours.

RECEIVED
DEC 11 2006
BIRMINGHAM DISTRICT OFFICE

MV 00138

130, 2006, 6/283

12. However I had been required to turnover my laptop and all sales files. The company locked me out of the SalesPro computer database. There was no doubt, that I was fired.
13. Ms. Dominguez does not have custody of her own child. Other company officials had expressed concern over my ability to get child care. This was the only expressed reason for terminating me.
14. The intern who is now assigned to do some of my work, works outside the hotel all but one day a week.
15. I also was told by corporate officials in Atlanta that my medical coverage had been canceled October 30, three days before I was terminated.
16. The company attempted to deny me unemployment benefits, but my employer was overruled.


Affiant

RECEIVED
DEC 12 2005
BIRMINGHAM DISTRICT OFFICE

STATE OF ALABAMA }
MONTGOMERY COUNTY }

Before me the undersigned, a Notary Public in and for said County and State, this day personally appeared affiant, who is known to me, and who being first duly sworn deposes and says that the matters and things alleged in the foregoing affidavit are true as therein averred.


Affiant

Sworn and subscribed before me this 8th day of December, 2005.


Notary Public
My commission expires 9-16-07

Minard v. ITC Deltacom Communications, Inc.

447 F.3d 352

C.A.5 (La.),2006.

Apr 18, 2006 (Approx. 6 pages)

447 F.3d 352, 87 Empl. Prac. Dec. P 42,343, 152 Lab.Cas. P 35,123, 11 Wage & Hour
Cas.2d (BNA) 609, 32 NDLR P 641

Briefs and Other Related Documents

United States Court of Appeals,
Fifth Circuit.

Melissa C. MINARD, Plaintiff-Appellant,

v.

ITC DELTACOM COMMUNICATIONS, INC., Defendant-Appellee.

No. 04-30230.

April 18, 2006.

Background: Terminated employee sued former employer under the Family and Medical Leave Act (FMLA). Employer moved for summary judgment. The United States District Court for the Middle District of Louisiana, Frank J. Polozola, Chief Judge, granted motion. Employee appealed.

Holdings: The Court of Appeals, Dennis, Circuit Judge, held that:

(1) threshold requirement that employer have at least 50 employees under FMLA was not jurisdictional limitation, and

(2) triable issues existed regarding whether employee relied to her detriment on employer's misrepresentation that she was an "eligible employee" under the FMLA.

Reversed and remanded.

West Headnotes

[1] KeyCite this headnote

231H Labor and Employment

231HVI Time Off; Leave

231Hk343 Employers Affected

231Hk345 k. Number of Employees. Most Cited Cases

Provision of Family and Medical Leave Act (FMLA) defining an "eligible employee" under the Act as one whose employer has at least 50 employees at or within 75 miles of employee's worksite is a substantive element of plaintiff's claim for relief, not a limitation on the federal court's subject-matter jurisdiction. Family and Medical Leave Act of 1993,

§ 101(2)(B)(ii), 29 U.S.C.A. § 2611(2)(B)(ii).

[2] KeyCite this headnote

170A Federal Civil Procedure

170AXVII Judgment

170AXVII(C) Summary Judgment

170AXVII(C)2 Particular Cases

170Ak2497 Employees and Employment Discrimination, Actions Involving

170Ak2497.1 k. In General. Most Cited Cases

Genuine issue of material fact regarding whether employee relied to her detriment on employer's misrepresentation that she was an "eligible employee" under the FMLA, by taking FMLA leave to have surgery, precluded summary judgment on employee's equitable estoppel claim. Family and Medical Leave Act of 1993, § 2 et seq., 29 U.S.C.A. § 2601 et seq.; Fed.Rules Civ.Proc.Rule 56, 28 U.S.C.A.

*352 Bryant Hollingsworth Graves (argued), Law Office of Bryant H. Graves, Baton Rouge, LA, for Minard.

Richard J.R. Raleigh, Jr. (argued), John Anthony Wilmer, Wilmer & Lee, Huntsville, AL, Leslie Ellen Ayres, Taylor, Porter, Brooks & Phillips, Baton Rouge, LA, for Defendant-Appellee.

Appeal from the United States District Court for the Middle District of Louisiana.

Before KING, Chief Judge, and JOLLY and DENNIS, Circuit Judges.

DENNIS, Circuit Judge:

As the Supreme Court said in its recent pertinent decision in *353 Arbaugh v. Y & H Corp., --- U.S. ---, 126 S.Ct. 1235, 163 L.Ed.2d 1097 (2006): "This case concerns the distinction between two sometimes confused or conflated concepts: federal-court 'subject-matter' jurisdiction over a controversy; and the essential ingredients of a federal claim for relief." [FN1] Specifically, we are here called upon to decide whether the Family Medical Leave Act ("the FMLA" or "the Act") definition of an "eligible employee" (as not including those "at a worksite" having "less than 50 employees if the total number of employees ... within 75 miles of that worksite is less than 50") is a limit on the federal courts' subject matter jurisdiction or instead is an essential ingredient of an FMLA claim for relief. The Supreme Court's holding in Arbaugh that Title VII's limitation of the definition of "employer" to include only those having "fifteen or more employees," was an element of a Title VII claim for relief, and thus non-jurisdictional, compels the same answer here: that is, the employee-numerosity requirement is an element of the claim, not a limit upon the federal-court's subject-matter jurisdiction. Consequently, we reverse the district court's dismissal of the plaintiff's FMLA claim for lack of subject matter jurisdiction and remand the case to the district court for further proceedings upon whether the employer should be equitably estopped to pursue a "non-eligible employee" coverage defense, viz., whether the employer's erroneous representation to the employee that she was an "eligible employee" under the FMLA was

made with reason to believe that she would rely upon it and whether she reasonably relied on it to her detriment.

FN1. *Id.* at 1238.

The Family and Medical Leave Act of 1993 entitles eligible employees to take up to 12 work weeks of unpaid leave annually for any of several reasons, including a serious health condition that makes the employee unable to perform the functions of the position of such employee. [FN2] Subject to exceptions not applicable to this case, any eligible employee who takes leave under § 2612 shall be entitled on return from such leave to be restored to the position of employment held when the leave commenced, or to be restored to an equivalent position with equivalent employment benefits, pay, and other terms and conditions of employment. [FN3]

FN2. 29 U.S.C. § 2612(a)(1)(d).

FN3. *Id.* § 2614.

The Act defines "eligible employee" as "an employee who has been employed (i) for at least 12 months by the employer ... and; (ii) for at least 1,250 hours of service with such employer during the previous 12-month period," *excluding any employee* who is employed at a worksite at which, or within 75 miles of which, the employer employs less than 50 employees. [FN4] An "employer" is defined as any person "engaged in commerce or in any industry or activity affecting commerce who employs 50 or more employees for each working day during each of 20 or more calendar workweeks in the current or preceding calendar year." [FN5]

FN4. 29 U.S.C. § 2611(2).

FN5. *Id.* § 2611(4).

The enforcement section of the Act provides that any employer who interferes with or discriminates against the exercise of an employee's rights shall be liable to any eligible employee affected for damages as specified by the Act and for such equitable relief as may be appropriate, including employment, reinstatement, and promotion. [FN6] This

section also expressly creates *354 a right of action and provides for federal and state court subject-matter jurisdiction:

FN6. *Id.* § 2617(a)(1).

An action to recover the damages or equitable relief prescribed ... may be maintained against any employer (including a public agency) in any Federal or State court of competent jurisdiction by any one or more employees for and in behalf of (A) the employees; or (B) the employees and other employees similarly situated. [FN7]

FN7. 29 U.S.C. § 2617(a)(2).

Background

The plaintiff-appellant, Melissa Minard, was employed by the defendant-appellee, ITC Deltacom Communications, at its Baton Rouge Field Sales Office. In May 2002, Ms. Minard requested leave pursuant to the Family Medical Leave Act to undergo surgery to treat a serious medial condition. IRC granted Ms. Minard's request for FMLA leave in a written memorandum entitled "Request for Family or Medical Leave," which specifically stated that she was an "eligible employee" under the Family and Medical Leave Act and that she had "a right under the FMLA for up to 12 weeks of unpaid leave in a 12-month period." [FN8] The memorandum also informed Ms. Minard that her requested leave would be counted against her annual FMLA entitlement. [FN9] Ms. Minard took the granted leave, but on the day she was scheduled to return to work, ITC terminated her employment rather than restoring her to her former or an equivalent position as required by the Act. After its issuance of the memorandum, and after Ms. Minard had taken leave and undergone surgery, ITC discovered that Ms. Minard was not an eligible employee under the Act at the pertinent time because when she requested leave IRC employed less than 50 employees at or within 75 miles of the worksite at which she was employed. Ms. Minard filed suit under the FMLA on February 26, 2003. ITC answered that Minard was not an "eligible employee" under the FMLA. Ms. Minard amended her complaint to contend, in the alternative, that ITC is equitably estopped to deny that she was an eligible employee under the FMLA when she requested leave, because she relied to her detriment upon IRC's representation that she was at that time an eligible employee under the Act and therefore entitled to reinstatement upon returning from her medical leave.

FN8. R. at 166

FN9. *Id.*

ITC moved for summary judgment, on the ground that the district court lacked subject matter jurisdiction because on the date Ms. Minard requested leave it employed less than 50 employees within 75 miles of the worksite where she was employed. Ms. Minard opposed the motion with evidence attempting to show that the prescribed workforce exceeded 50 employees at that time and, alternatively, that she had relied to her detriment upon ITC's representation that she was an eligible employee under the FMLA and entitled to the requested leave and subsequent reinstatement.

The district court granted ITC's motion for summary judgment. Without giving reasons the court's terse written ruling stated:

The Court finds that the defendant is not an employer within the meaning of the Family and Medical Leave Act of 1993 and that the Act does not apply under the facts of this case. Likewise, the Court finds that the doctrine of equitable *355 estoppel does not apply. [FN10]

FN10. 2 R. 237.

Although the order states that the district court found that ITC was not an "employer" under the Act, we conclude that the court meant that Ms. Minard was not an "eligible employee" under the act. The parties' arguments and summary judgment evidence related to whether the court lacked subject matter jurisdiction because ITC employed less than 50 employees within the prescribed worksite radius. Thus, we interpret the district court's ruling as implicitly determining that it lacked subject matter jurisdiction because Ms. Minard was not an eligible employee due to there being less than 50 employees within a 75 mile radius of her worksite on the day she requested leave.

Standard of Review

We review *de novo* a district court's grant of summary judgment, applying the same standard applicable to the district court's ruling on the motion. [FN11] Summary judgment is appropriate "if the pleadings, depositions, answers to interrogatories, and admissions on file, together with the affidavits, if any, show that there is no genuine issue as to any material fact and that the moving party is entitled to judgment as a matter of law." [FN12]

FN11. *Gowesky v. Singing River Hosp. Sys.*, 321 F.3d 503, 507 (5th Cir.2003).

FN12. Fed.R.Civ.P. 56(c); *see also Celotex Corp. v. Catrett*, 477 U.S. 317, 106 S.Ct. 2548, 91 L.Ed.2d 265 (1986).

Jurisdiction

The Supreme Court, in *Arbaugh v. Y & H Corporation, dba Moonlight Café*, --- U.S. ----, 126 S.Ct. 1235, 163 L.Ed.2d 1097 (2006) recently clarified the distinction between the requirements for federal subject matter jurisdiction and the elements of a federal claim for relief. *Arbaugh* involved an action under Title VII of the Civil Rights Act of 1964, which makes it unlawful "for an employer ... to discriminate," inter alia, on the basis of sex. [FN13] The Act's jurisdictional provision empowers federal courts to adjudicate civil actions "brought under" Title VII. [FN14] In a provision defining 13 terms used in Title VII, [FN15] Congress limited the definition of "employer" to include only those having "fifteen or more employees." [FN16] The question presented was whether the numerical qualification contained in Title VII's definition of "employer" affected federal-court subject-matter jurisdiction or, instead, delineated a substantive ingredient of a Title VII claim for relief.

FN13. *Id.* at 1238 (quoting 42 U.S.C. § 2000e-2(a)(1)).

FN14. 42 U.S.C. § 2000e-5(f)(3).

FN15. 42 U.S.C. § 2000e.

FN16. *Id.* § 2000e(b).

The case was tried to a jury, which returned a verdict for the plaintiff on her sexual harassment claim in the total amount of \$40,000. After final judgment was entered on the verdict, the employer for the first time challenged the court's subject matter jurisdiction on the ground that it had fewer than 15 employees and therefore was not subject to suit under Title VII. Although recognizing that it was "unfair and a waste of judicial resources," the trial court granted the motion to dismiss because it believed that the 15-or-more employee requirement was jurisdictional.

The Supreme Court rejected that categorization and held that "the numerical threshold does not circumscribe federal-*356 court subject-matter jurisdiction." [FN17] Instead, the Court explained, "the employee-numerosity requirement relates to the substantive adequacy of *Arbaugh's* Title VII claim, and therefore could not be raised defensively late in the lawsuit, *i.e.*, after *Y & H* had failed to assert the objection prior to the close of trial on the merits." [FN18]

FN17. *Arbaugh*, 126 S.Ct. at 1238.

FN18. *Id.* at 1239.

After analyzing Title VII, the basic statutory grants of federal-court subject-matter jurisdiction, and its principal decisions dealing with the subject-matter jurisdiction/ingredient-of-claim-for-relief dichotomy, the Supreme Court summed up its reasons and recognized a bright-line rule, as follows:

[N]either § 1331, nor Title VII's jurisdictional provision, 42 U.S.C. § 2000e-5(f)(3) (authorizing jurisdiction over actions "brought under" Title VII), specifies any threshold ingredient akin to 28 U.S.C. § 1332's monetary floor. Instead, the 15-employee threshold appears in a separate provision that "does not speak in jurisdictional terms or refer in any way to the jurisdiction of the district courts." *Zipes v. Trans World Airlines, Inc.*, 455 U.S. 385, 394, 102 S.Ct. 1127, 71 L.Ed.2d 234 (1982). Given the "unfair [ness]" and "waste of judicial resources," *App. to Pet. for Cert.* 47, entailed in tying the employee-numerosity requirement to subject-matter jurisdiction, we think it the sounder course to refrain from constricting § 1331 or Title VII's jurisdictional provision, 42 U.S.C. § 2000e-5(f)(3), and to leave the ball in Congress' court. If the Legislature clearly states that a threshold limitation on a statute's scope shall count as jurisdictional, then courts and litigants will be duly instructed and will not be left to wrestle with the issue. *See Da Silva*, 229 F.3d, at 361 ("Whether a disputed matter concerns jurisdiction or the merits (or occasionally both) is sometimes a close question."). But when Congress does not rank a statutory limitation on coverage as jurisdictional, courts should treat the restriction as nonjurisdictional in character. [FN19]

FN19. *Id.* at 1245 (footnote omitted).

Applying that "readily administrable bright line" to the case, the Court held that the threshold number of employees for application of Title VII is an "element of a plaintiff's claim for relief, not a jurisdictional issue." [FN20]

FN20. *Id.* at 1245.

[1] In light of the Supreme Court's decision in *Arbaugh*, we conclude that the definition section of the FMLA, [FN21] which defines 13 terms used in the statute, including the term "eligible employee," is a substantive ingredient of a plaintiff's claim for relief, not a jurisdictional limitation. Accordingly, § 2611(2)(B)(ii)--which excludes from the term "eligible employee" "any employee of an employer who is employed at a worksite at which such employer employs less than 50 employees if the total number of employees employed by that employer within 75 miles of that worksite is less than 50"-- does not circumscribe federal-court subject-matter jurisdiction. This 50- employee threshold appears in the definitions section, separate from the jurisdictional section, and does not

speak in jurisdictional terms or refer in any way to the jurisdiction of the district courts. [FN22] Given the unfairness and *357 the waste of judicial resources entailed in tying the employee-numerosity requirement to subject-matter jurisdiction, we have been instructed to refrain from our own constrictions upon jurisdictional provisions resembling Title VII's, such as the FMLA's § 2617(2)B(ii), and "to leave the ball in Congress's court." [FN23] "When Congress does not rank a statutory limitation on coverage as jurisdictional [as it chose not to do in § 2617(2) B(ii)], courts should treat the restriction as nonjurisdictional in character." [FN24] Applying the Supreme Court's *Arbaugh* bright line rule here, we conclude that the threshold number of employees for application of the FMLA is an element of a plaintiff's claim for relief, not a jurisdictional limitation.

FN21. 29 U.S.C. § 2611

FN22. See *Arbaugh*, 126 S.Ct. at 1245 (stating "Instead, the 15- employee threshold appears in a separate provision that 'does not speak in jurisdictional terms or refer in any way to the jurisdiction of the district courts.' ") (quoting *Zipes v. Trans World Airlines, Inc.*, 455 U.S. 385, 394, 102 S.Ct. 1127, 71 L.Ed.2d 234 (1982)).

FN23. *Arbaugh*, 126 S.Ct. at 1245.

FN24. *Id.*

Since *Arbaugh* was decided on February 22, 2006, two other Circuits have recognized and applied its bright line to conclude that limiting or qualifying language in a federal statute other than Title VII, separate from its jurisdictional section, that does not speak in jurisdictional terms or refer to the jurisdiction of the federal courts, places no constriction upon the statute's clearly designated jurisdictional provision. [FN25] Subsequent to *Arbaugh*, a third Circuit applied *Arbaugh* and held that Title VII's employee-numerosity requirement is an element of the plaintiff's claim, rather than a jurisdictional limitation. [FN26]

FN25. See *Partington v. American Intern'l Specialty Lines Ins. Co.*, 2006 WL 802500 (4th Cir.2006)(applying *Arbaugh* and holding failure of a plaintiff to qualify as a "person purchasing" under the Securities Act of 1933 was not a jurisdictional limitation); *Fernandez v. Centerplate/NBSE, Inc.*, 441 F.3d 1006 (D.C.Cir.2006) (applying *Arbaugh* and holding

employee's failure to prove element of Fair Labor Standards Act claim does not require dismissal for lack of subject-matter jurisdiction).

FN26. *Faulkner v. Woods Transportation, Inc.*, 2006 WL 869709 (11th Cir.2006),

For these reasons, we conclude that *Arbaugh* has clearly rejected the conflicting view of the Courts of Appeals relied upon by ITC that employee-numerosity requirements in the FMLA and other statutes are jurisdictional rather than simply an element of a plaintiff's claim for relief. [FN27] Moreover, in *Arbaugh* itself, the Court abrogated decisions by the Fifth and Sixth Circuits treating the Title VII employee-numerosity requirements as jurisdictional, [FN28] while approving of appeals courts decisions reaching the opposite conclusion with respect to the Americans with Disabilities Act as well as Title VII.

[FN29]

FN27. *Viz., Douglas v. E.G. Baldwin & Associates, Inc.*, 150 F.3d 604 (6th Cir.1998)(FMLA's definition of "employer" based on number of employees is jurisdictional); *Wascara v. Carver*, 169 F.3d 683, 685 (11th Cir.1999)(FMLA's employer definition is jurisdictional and does not include public officials); *Dolese v. Office Depot, Inc.* 231 F.3d 202, 203 (5th Cir.2000)(affirmed dismissal of FMLA claim because employee had not been employed "for at least 12 months by the employer with respect to whom leave is requested" and thus was not an "eligible employee" for purposes of the FMLA). *N.B.*, it is not clear in *Dolese* whether the court considered the 12 months' employment requirement to limit jurisdiction or the claim for relief or both.

FN28. Discussing both *Arbaugh v. Y & H Corp.*, 380 F.3d 219, 223- 25 (5th Cir.2004)(Title VII's employee-numerosity requirement is jurisdictional), and *Armbruster v. Quinn*, 711 F.2d 1332, 1335 (6th Cir.1983) (same).

FN29. See *Arbaugh*, 126 S.Ct. at 1241-42 (approving, *inter alia*, *Da Silva v. Kinsho International Corp.*, 229 F.3d 358, 361-66 (2d Cir.2000) (Title VII's employee-numerosity requirement is not jurisdictional); *Nesbit v. Gears Unlimited, Inc.*, 347 F.3d 72, 76-83 (3d Cir.2003) (same); *EEOC v. St. Francis Xavier Parochial School*, 117 F.3d 621, 623-24 (D.C.Cir.1997)

(Americans with Disabilities Act's employee-numerosity requirement, 42 U.S.C. § 12111(5)(A), resembling Title VII's requirement, is not jurisdictional)).

**358 Equitable Estoppel*

[2] Because the district court granted ITC's motion for summary judgment on the erroneous ground that the court lacked subject-matter jurisdiction, its assumption that "[l]ikewise, ... the doctrine of equitable estoppel does not apply" must be rejected as having been based on the same legal error. Therefore, because we have subject-matter jurisdiction, we must address the equitable estoppel question, which Ms. Minard put at issue in her amended pleadings and opposition to ITC's motion for summary judgment. After considering the arguments of the parties in light of the record, we conclude that whether ITC should be equitably estopped to assert a "non-eligible employee" coverage defense against Ms. Minard depends upon the resolution of contested issues of material fact, requiring that we remand the case to the district court for further proceedings. The Supreme Court has recognized that, under federal law, "[e]stoppel is an equitable doctrine invoked to avoid injustice in particular cases." [FN30] In *Heckler*, the Court quoted and adopted the elements of estoppel set forth in § 894(1) of the Restatement (Second) of Torts, as follows:

FN30. *Heckler v. Community Health Servs. of Crawford County, Inc.*, 467 U.S. 51, 59, 104 S.Ct. 2218, 81 L.Ed.2d 42 (1984).

"If one person makes a definite misrepresentation of fact to another person having reason to believe that the other will rely upon it and the other in reasonable reliance upon it does an act ... the first person is not entitled...

(b) to regain property or its value that the other acquired by the act, if the other in reliance upon the misrepresentation and before discovery of the truth has so changed his position that it would be unjust to deprive him of that which he thus acquired." Restatement (Second) of Torts § 894(1) (1979). [FN31]

FN31. Citing also *Restatement (Second) of Agency* § 8B (1958)

The Court explained that the party claiming the estoppel must have relied on its adversary's conduct " 'in such a manner as to change his position for the worse.' " [FN32] And, according to the Court, that reliance must have been reasonable in that the party claiming the estoppel did not know nor should it have known that its adversary's conduct was misleading. [FN33]

FN32. *Heckler*, 467 U.S. at 59, n. 9, 104 S.Ct. 2218 (quoting 3 J. POMEROY, EQUITY JURISPRUDENCE § 805, p. 192 (S. Symons ed., 1941)); *see also* 3 EQUITY JURISPRUDENCE § 812.

FN33. *Heckler* at 59, n. 10, 104 S.Ct. 2218 (citing *Wilber National Bank v. United States*, 294 U.S. 120, 124-25, 55 S.Ct. 362, 79 L.Ed. 798 (1935)) (also quoting 3 EQUITY JURISPRUDENCE § 810 at 219) for the proposition that

The truth concerning these material facts must be unknown to the other party claiming the benefit of the estoppel, not only at the time of the conduct which amounts to a representation or concealment, but also at the time when that conduct is acted upon by him. If, at the time when he acted, such party had knowledge of the truth, or had the means by which with reasonable diligence he could acquire the knowledge so that it would

be negligence on his part to remain ignorant by not using those means, he cannot claim to have been misled by relying upon the representation or concealment. (Footnote omitted).

The RESTATEMENT, while requiring a "definite misrepresentation," does not require any intent to deceive by the party to *359 be estopped. [FN34] In the Comment section, the RESTATEMENT makes clear that estoppel is appropriate even where "the one making the representation believes that his statement is true," and, moreover, "it is immaterial whether the person making the representation exercised due care in making the statement." [FN35] In adopting the Restatement's estoppel principles, the Supreme Court evidently intended that they should be read and applied in light of the Restatement's explanatory provisions.

FN34. RESTATEMENT (SECOND) OF TORTS at § 894(1).

FN35. *Restatement (Second) of Torts*, § 894(1), cmt. b.

Accordingly, an employer who without intent to deceive makes a definite but erroneous representation to his employee that she is an "eligible employee" and entitled to leave under FMLA, and has reason to believe that the employee will rely upon it, may be

estopped to assert a defense of non-coverage, if the employee reasonably relies on that representation and takes action thereon to her detriment. [FN36]

FN36. See *Kosakow v. New Rochelle Radiology Assocs.*, 274 F.3d 706, 724-25 (2d Cir.2001) (affirming the district court's decision to estop an employer from asserting an affirmative defense challenging an employee's FMLA eligibility when the employer's unintentional misleading behavior caused the employee to justifiably and detrimentally rely on the FMLA leave); see also *Woodford v. Community Action of Greene County, Inc.*, 268 F.3d 51, 57 (2d Cir.2001) (authorizing equitable estoppel where an employer initially provided notice of eligibility for leave and later seeks to challenge it); *Dormeyer v. Comerica Bank-Illinois*, 223 F.3d 579, 582 (7th Cir.2000) (recognizing, in dicta, a district court's ability to equitably estop employers from asserting an affirmative defense contesting an employee's entitlement to FMLA leave in situations where the employer's words or conduct has misled the employee into relying on the leave); see also, *Duty v. Norton-Alcoa Proppants*, 293 F.3d 481 (8th Cir.2002) (affirming a district court's application of equitable estoppel in an FMLA case and collecting authorities).

Applying the Restatement principles of equitable estoppel adopted as federal law by the Supreme Court in *Heckler*, we conclude that ITC unintentionally made a definite misrepresentation to Ms. Minard that she was an "eligible employee" under FMLA at the time she requested leave; that she reasonably relied upon that misrepresentation in taking leave and undergoing surgery for the protection of her health. ITC strongly challenges, however, whether Ms. Minard so relied to her detriment, contending that she would have been forced to undergo her surgery at that time regardless of whether she had been informed that she was entitled to FMLA leave or whether ITC had granted it. Ms. Minard, on the other hand, argues that she can demonstrate that there were other medical alternatives available to her that would have enabled her to be treated safely without undergoing surgery at that particular time; and that she would have followed such an alternate course if ITC had correctly informed her that she was not then an "eligible employee" under the Act. Thus, there is a genuine dispute between the parties as to material issues of fact, requiring that we reverse the district court's summary judgment, and remand the case to the district court for further proceedings consistent with this opinion.

REVERSED AND REMANDED.

C.A.5 (La.),2006.

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